

The complaint

Mr and Mrs P are unhappy that Admiral Insurance (Gibraltar) Limited (“Admiral”) didn’t replace the pump after they had their boiler repaired.

For ease of reading, I’ll refer to Mr P throughout my decision. When I refer to Mr P or Admiral, it should be taken to include anything done or said on their behalf.

What happened

The background to this complaint is well-known to both parties. So I’ve set out a summary of what I think are the key events.

When his boiler stopped working, Mr P claimed under his home emergency policy. After looking into the problem, Admiral advised Mr P to have a fixed price repair (FPR) carried out by the boiler’s manufacturer because it would be more cost effective.

Mr P had the FPR done, and Admiral reimbursed him. However, he was unhappy that the FPR didn’t include a replacement pump which Admiral had told him he needed. Mr P asked Admiral to replace the pump but, as the boiler was working, it said cover wasn’t available for a replacement.

Mr P complained because he felt that the pump could fail at any time. He said Admiral had misled him by advising him to opt for the FPR because the pump would’ve been replaced if it had arranged the repair itself.

Admiral issued its final response to Mr P in which it said the cover didn’t provide for a replacement pump because the boiler was working.

Our investigator didn’t think Admiral had done anything wrong in respect of Mr P’s claim. He said it had handled the claim promptly and in line with the policy, so our investigator didn’t think there was anything for Admiral to put right.

Mr P didn’t agree. He said if Admiral had given him the option for it to repair the boiler, he would’ve accepted it and, in turn, had his pump replaced. Because he remained unhappy, the complaint was passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so I've decided not to uphold Mr and Mrs P's complaint for broadly the same reasons as our investigator.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. So I've looked at how Admiral handled Mr P's claim and whether it was in line with the rules and fair in the circumstances. Where evidence is incomplete or contradictory, I've reached my decision based on what I think is most likely to have happened.

The dispute here is whether Admiral gave Mr P the option of having the work done using its contractors and whether it was fair for Admiral to decline a pump replacement after the FPR.

The policy sets out the detail of the contract between Mr P and Admiral. The relevant section states:

Home Emergency cover and Home Emergency Extra cover

This covers you if there's an emergency in your home. We'll arrange and pay for a temporary repair of damage caused by any of the events listed from page 45 onwards. There's no limit to the number of claims you can make, but you must report the claim within 48 hours of you discovering it...

Temporary repair

Repair work that's needed immediately to stop the emergency causing further damage.

The policy also provides for a reimbursement for work carried out by Mr P's own contractor.

Reimbursement basis

We'll need to receive your contractor's or our contractor's full breakdown and invoice for repairs.

This tells me that Admiral was responsible for arranging and completing, or covering the cost of a temporary repair to the boiler, which Mr P confirmed it did.

Repair options

I've looked at the account records which include a summary of matters discussed with Mr P. The records show that during a call with Mr P on 9 September 2024, Admiral said it:

explained fpr with [Mr P] gave costing and explained process. explained that we COULD (agent's emphasis) auth [its contractors] to replace fan and pump but if further parts failed it would be BER and new system. email sent to [Mr P] with engineers report and reimbursement process

The follow-up email, sent immediately after the call, included the engineer's report with a statement as follows:

We would strongly recommend getting a FPR for repair as we cant guarantee that replacing these parts will resolve the issue and if further parts are required we would

have to deem boiler BER.

While Mr P doesn't think Admiral gave him the option of using its contractors, I see no reason to doubt the record of the conversation made at the time of the call. And I think the engineer's report provided for Mr P to read does confirm the FPR was a recommendation, indicating it wasn't the only option.

On balance, the evidence persuades me that Admiral, more likely than not, gave Mr P the option of using its contractors.

Replacement pump

In respect of the pump, Mr P has said the boiler works without having had it replaced. While I understand he's unhappy that it might fail at any time, I can't reasonably hold Admiral responsible. That's because its responsibility was simply to effect, or pay for, a temporary repair to get the boiler working again.

I understand Mr P is concerned that the pump should've been replaced, whether during the FPR or by Admiral after the boiler was fixed. I've noted the evidence Mr P provided suggesting there was some confusion by Admiral about whether the FPR included the pump. However, whether or not Admiral believed it would be included, it doesn't change the fact that the boiler worked without replacing the pump.

The overriding point, here, is that the policy provides cover for an emergency repair to get the boiler working and, once that is done, it has no further liability. If Admiral had completed the repair, I can't reasonably conclude that it would've replaced the pump once the boiler was working without doing so. It's unlikely given the cover available under the policy.

Overall, I'm satisfied that Admiral responded to Mr P's claim promptly and that it handled it in line with the terms and conditions of the policy. Therefore, I find that there's nothing for Admiral to put right.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr and Mrs P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 16 April 2025.

Debra Vaughan
Ombudsman