

The complaint

Mr K's complaint is that Admiral Insurance (Gibraltar) Limited ("Admiral") failed to handle his emergency repair claim effectively, and it denied further visits to assess damage he says its contractors caused.

Mr K had buildings and contents insurance which included home emergency cover underwritten by Admiral. Admiral appointed contractors to handle the emergency repair. For ease, I'll refer mainly to Admiral because it is the party responsible for work carried out under the policy.

What happened

Both parties are aware of the circumstances of this complaint, so I'll summarise what I think are the key events.

Mr K reported that he didn't have any hot water and Admiral attended the same day. Mr K said that Admiral:

- Cleaned the old pump.
- Tried to replace the pump with a new one, unsuccessfully.
- Caused his electrics to blow on the programmer.
- Refitted the old pump, temporarily leaving him with working hot water.
- Declined a further visit when the hot water stopped working again.
- Said the pump was obsolete.
- Inappropriately deemed his boiler beyond economical repair (BER).
- Caused water damage to his ceiling below the pump.

In response to Mr K's complaint, Admiral said:

- The system was very old, the boiler was BER, and the pump was obsolete, so there was nothing more it could do under the terms of the policy.
- If he felt its contractor's workmanship was poor or had caused damage, he should provide his own engineer's report and invoice for consideration of reimbursement.

Admiral didn't uphold Mr K's complaint because, at the time of investigation, it hadn't received any evidence of damage or poor workmanship.

Our investigator said that the only professional report available was that provided by Admiral's contractors, so it was reasonable for Admiral to rely on the information. She also said that because the boiler was deemed BER, and Admiral had offered a contribution towards a replacement, it had fulfilled its responsibility under the policy. Our investigator said that if Mr K wanted to challenge Admiral's response, he would need to provide the evidence it had asked for. Our investigator didn't think there was anything for Admiral to put right. Mr K disagreed.

I issued a provisional decision in April 2025 explaining that I was intending to uphold Mr K's complaint. Here's what I said:

provisional findings

In considering this complaint I've had regard to the relevant law and regulations; any regulator's rules, guidance and standards, codes of practice, and (where appropriate) what I consider was good industry practice at the time. I won't comment on every piece of evidence, and our rules don't require me to. Instead, I'll comment on what I think are the key events and explain the reasons for my decision.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. The policy sets out the detail of the contract between Mr K and Admiral.

On reviewing the evidence, I found that there was a lack of consistency about when events happened. For example, Mr K reports events happening during the first engineer's visit on 9 July, which Admiral reports as happening a few days later. I also found that there was a lack of clarity about what, exactly, the engineer did or told Mr K on attending for repairs. Nevertheless, taking a broad view of events, I think Admiral should've done more.

When Mr K reported that he had no hot water, Admiral's responsibility under the policy was to arrange for a temporary repair to resolve the emergency. The engineer's second visit to fit a new pump tells me that Admiral considered a replacement pump would resolve the emergency. Where a permanent repair, or the cost of it, is broadly similar to the temporary repair, this service expects the permanent repair to be carried out. I think that's what Admiral was aiming for here when it ordered a replacement pump.

The new pump didn't fit the system. The engineer cleaned and replaced the original pump. The order of these events is disputed, but I think the outcome is clear that cleaning the pump restored the hot water, albeit briefly. And Mr K understood that he needed to arrange for a permanent repair, which he'd done.

When Mr K noticed the programmer electrics had blown and he'd lost hot water again, he asked Admiral to attend again to carry out a temporary repair. This was to put him on until his permanent repair appointment. After getting information from the engineer and asking it to reattend, Admiral refused a further visit. It told Mr K his pump couldn't be replaced because his system was very old, it deemed his boiler BER, and said it needed to be replaced. My concern here is that this information was only provided to Mr K when he asked for a further visit, and there was no offer to check the damage to his electrics which he'd said happened when the engineer was there. While Admiral's engineer thought it was Mr K's responsibility to prove poor workmanship, I note that Admiral, too, questioned the fairness of that stance. I'm minded to agree that Admiral should've done more here. A visit to assess Mr K's concerns could've prevented the escalation of this matter.

Turning to Admiral's conclusion that Mr K's boiler was BER, I haven't seen any persuasive evidence from its engineers to explain why that was considered to be the case. To be clear, BER doesn't mean the boiler can't be repaired – it simply means that the cost to repair is greater than the boiler's worth. Mr K confirmed his boiler was eight years old, it wasn't broken, it was in a different location to the pump, and it was just the pump that needed to be replaced. The job report completed by Admiral's engineer also suggests that it was just the pump that needed replacing. So it's not clear why it was later decided that the boiler was BER. While I understand that Admiral may not have been able to source a pump using its own suppliers, the policy states:

2. Parts availability

The availability of parts is an important factor in carrying out temporary repairs. If our contractor does not carry the parts needed, we will do all we reasonably can to find and install parts from our approved suppliers.

There may also be times when parts are no longer available. In these situations we will make sure your home is safe and, if necessary, we will arrange for you to get a quotation for a suitable replacement item for you to buy and pay for.

Mr K arranged the repair and I understand the pump cost him £130. I don't think this exceeds what might reasonably be covered under the policy for a temporary/permanent repair, and it's significantly below the maximum cover under his policy.

Having considered this information, I don't think Admiral treated Mr K fairly in its handling of his claim. I realise Admiral relies on its suppliers to provide professional opinion, but it seems to me that the information provided by the supplier to Admiral was lacking in clarity. Because of that, I don't believe Mr K's claim was handled as well as it should've been. Had Admiral listened to Mr K's concerns, I think the pump would've been replaced – whether by Admiral or his own engineer – and the cost may have been covered by the policy.

The final point I'll address is the water damage to Mr K's ceiling. He asked Admiral to inspect and/or pay for the repair because the water damage appeared after its engineer had worked on the pump. I've looked at the photos of the damage and taken into consideration Mr K's description of the location of the pump and the boiler. Mr K's pump wasn't working, which is why he claimed, so the damage could've been developing for some time before. I can't reasonably conclude that Admiral caused it. However, if Mr K has evidence that the source of the damage was the pump, and the cause was Admiral's work, then he may wish to provide Admiral with that evidence for review.

Putting things right

Based on the evidence, and on balance, I think Admiral should've done more to help Mr K when he reported the loss of hot water after the temporary repair failed but before the date of his permanent repair.

I understand that the home emergency policy provides limited cover, but it's apparent from the evidence that a fix would've been achievable. Therefore, I'm minded to ask Admiral to reimburse Mr K for the cost of his new pump on receipt of evidence confirming the amount paid and that it was fitted by an appropriately qualified engineer. In addition to this, I'm minded to ask Admiral to pay Mr K £100 for the upset and inconvenience caused by this matter, and which is noted in Admiral's evidence.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Responses

Admiral responded to say that it didn't have any further comment or information to provide in respect of Mr K's complaint.

Mr K said he was content that the focus of the provisional decision was on the pump rather than the boiler. But he asked for further consideration of the following points:

- He accepted there was only circumstantial evidence in relation to the water damage on his ceiling, but he felt there was enough to suggest that some water damage had been the result of Admiral's actions.
- A professional opinion would be helpful to determine whether the water damage was caused by the work Admiral did, or whether it might've been the result of the old pump not working properly.

The compensation proposed is a little low.

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.

I've considered what Mr K said about the water damage appearing after Admiral's engineer had completed work on the pump, and directly underneath where the pump is. However, as I explained in my provisional decision, I can't reasonably conclude that Admiral caused the damage. The pump wasn't working properly so it's not unreasonable to think it may have allowed the escape of water, which would've been seen as water damage directly beneath the pump.

Mr K said that the removed pump was dripping water when the engineer carried it out of his home, so water must've escaped when the engineer removed and replaced his pump on each occasion. While there may have been some dripping water during the work, the evidence doesn't persuade me that there was an escape of water that would've caused the ceiling damage. I understand Mr K hadn't seen any ceiling damage prior to Admiral replacing the pump, but it remains that an expert opinion would be the best way to determine the cause.

I realise Mr K has made this point himself. But it's not for Admiral to prove it didn't cause damage that became apparent after it completed work on an already problematic pump. So, as it stands, I remain of the opinion that there's nothing for Admiral to put right in respect of the ceiling damage. That said, if Mr K chooses to obtain a professional opinion on the cause of damage, and if it transpires that it may be attributable to Admiral's work, he may wish to provide Admiral with the evidence for its consideration.

Compensation

To support his request for more compensation, Mr K mentioned that it was pure luck that having no hot water or heating for over three weeks was during summer months, otherwise he would've been left to freeze. Even in summer, he needed to boil the kettle for washing and household cleaning, and he was only able to have a decent bath during a hotel visit. Mr K said the time and effort spent on his complaint, amounting to ten months, has resulted in inconvenience and anxiety, particularly as Admiral continually referred to the problems being caused by his boiler.

I've thought about Mr K's request for more compensation, but I'm not persuaded that Admiral should pay more than I've already suggested. I can only consider what has happened, and that doesn't include what might've happened if Mr K had no hot water and heating in winter. While it has taken some months for Mr K to pursue this matter, I can't hold Admiral responsible for any delays after it had investigated his complaint and issued a final response.

Admiral didn't cause the loss of hot water and heating so there would always have been some inconvenience. And I've acknowledged the fact that Admiral could've done more in respect of sourcing or paying for a replacement pump. Therefore, in addition to paying for the replacement pump, I'm satisfied that £100 is a fair and reasonable amount in compensation for the inconvenience caused.

My final decision

For the reasons I've explained above, and in my provisional decision, my final decision is that I uphold Mr K's complaint and Admiral Insurance (Gibraltar) Limited must:

- on receipt of appropriate evidence of the reasonable cost and amount paid to replace the pump, reimburse Mr K with the full amount for the pump replacement, and
- pay Mr K £100 compensation for the upset and inconvenience caused by this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 26 May 2025.

Debra Vaughan
Ombudsman