

The complaint

Mr R has complained about the decision by Admiral Insurance (Gibraltar) Limited ('Admiral') to decline elements of his claim under his home emergency insurance policy. For the avoidance of doubt, the term 'Admiral' includes reference to Admiral's agents and contractors for the purposes of this decision.

What happened

Unfortunately, the boiler at Mr R's home stopped working due to being flooded with water in December 2024 and Mr R was left without hot water and heating. He held a home emergency policy with Admiral at the time, and he claimed for the damage under the policy. Admiral's engineer was unable to fix the issue, so it advised Mr R to engage his own contractor and offered an amount of up to £50 for alternative heating and £250 for alternative accommodation. Mr R's contractor duly fixed the issue. Mr R had previously booked accommodation for two nights and decided to keep the booking for his mother who lived with him. Mr R's claim to Admiral included the accommodation costs, his contractor costs and the temporary heater costs.

Admiral declined the claim for the alternative accommodation due to the booking being made before the claim was logged, and it declined the boiler repairs as the relevant gas safety registration number of the contractor was invalid. Mr R explained that his contractor was a sole trader. Mr R was unhappy with Admiral's decision, and he complained, however Admiral maintained its decision. Mr R was also unhappy with the service he received over a 6-week period and having to chase Admiral for updates. In the circumstances, he referred his complaint to this service.

The service's investigator didn't uphold Mr R's complaint, and it was her view. Mr R remains unhappy with the outcome of his complaint and the matter has now been referred to me to make a final decision in my role as Ombudsman.

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.

The key issue for me to determine is whether Admiral applied the terms of the policy in a fair and reasonable manner in declining the repair and alternative accommodation elements of Mr R's claim. I consider that Admiral did act in a fair and reasonable manner, and I don't uphold Mr R's complaint. I'll explain why.

In reaching this decision, I've given careful consideration to the submissions of the parties as summarised below. Turning firstly to Mr R's submissions, in summary, he said that as the weather was extremely cold at the time of the incident, it was imperative that he arranged for alternative accommodation for his mother who was vulnerable. As he'd already booked a break to visit his sister four days later, he retained this booking so that his mother would have accommodation with heating and hot water, near to her daughter whilst Mr R dealt with the boiler issue. He said that he'd discussed this with Admiral in advance. As to the repair,

he'd managed to find a plumber and boiler engineer to assist after Admiral's engineer had failed to assist. This engineer was a sole trader *'who works independent of the company and was doing work on their site during this period'*.

A temporary heater had cost £55, accommodation cost just under £220 and the repairs cost £880. Mr R said that Admiral's representative had taken his bank details and forwarded the claim to the payments department. Another representative explained certain issues as to the repair invoice, and a further representative also indicated that the claim for alternative accommodation would be paid into Mr R's account. He'd contacted Admiral on five separate occasions with no returned calls over more than six weeks and he'd often been left on hold. He was told that his claim had been processed and would now be sent to the relevant team for payment into his account and eventually received payment of £50 for the heater. He was also told in a telephone call in March 2025 that the claim for alternative accommodation had been paid, however this wasn't the case.

As to the question of obtaining a valid gas engineer number, Mr R said that he'd attempted to obtain another invoice from the company that helped him out, but he'd been unable to obtain this *'as the engineer that was arranged by the company is a sole trader who is not a full time employee... and they no longer have contact with him'*. Mr R added that he'd received a copy of Admiral's internal e-mail which he considered to be prejudiced. He felt that Admiral had *'attempted to do all it can to initially delay my claim, and subsequently to deny my claim.'* In conclusion, Mr R wanted the remaining items of his claim to be settled by Admiral, and he also wanted compensation for the time he'd lost due to what he termed Admiral's mismanagement of the claim.

I now turn to Admiral's submissions in response to Mr R's complaint. It explained that it had sent its contractor, however Mr R decided to engage his own contractor and to send an invoice for the work. It said that it had investigated the matter and that a gas safety registration number had been provided on the invoice, however it didn't match any recognised company. Admiral stated that the gas safety registration was a legal requirement and that it couldn't settle the claim unless the customer could provide that the engineer who attended was *'legally allowed to work with gas'*.

Regarding alternative accommodation, Admiral stated that Mr R had booked the accommodation five days prior to logging the claim and prior to the emergency and so didn't uphold this element of Mr R's claim. In summary, Admiral stated that it had conducted a thorough investigation and was satisfied that everything was carried out in accordance with the relevant policy terms and conditions and Admiral's procedures. It concluded that it had acted in an appropriate manner in declining these two elements of Mr R's claim.

I now turn to my reasons for not upholding Mr R's complaint. The starting point for this complaint is the wording of the relevant policy. I note that Admiral accepted in principle that the unfortunate incident in relation to Mr R's boiler was covered in principle, as it met the element of Mr R's claim which related to provision of a temporary heater. As to the substantive issue however, I note that the policy wording states as follows in relation to the definition of the customer's contractor; *'A qualified tradesperson you have appointed to carry out repairs in your home'*. As to alternative accommodation, the policy states; *'We'll pay you up to £250 towards the cost of alternative accommodation if you can't stay in your home overnight due to an emergency. This covers you, everyone who permanently lives in your home and your pets...We'll settle the claim on a reimbursement basis'*.

I turn firstly to the repair element of Mr R's claim. I appreciate that he found himself in a difficult position at the time of year that the incident occurred. In addition, I note that Mr R stated that Admiral's engineer was unable to fix the boiler. It was also very cold, and I can understand why he felt that it was of *'paramount importance'* that repairs were completed

promptly. Nevertheless, the wording of the policy is clear that any tradesperson sourced by the customer needs to have the appropriate qualifications and should be legally covered to work with gas.

I note that Mr R used a sole trader who worked independently from the company which issued the invoice. Nevertheless, it's vitally important that the customer satisfies himself that he engages a reputable contractor to ensure gas safety standards are met. I'm satisfied that it was fair and reasonable for Admiral to have declined this element of Mr R's claim. This was because, in the absence of any evidence to the contrary, it appears that the relevant contractor provided an invoice with false or incorrect details, having specified a gas safety registration number that didn't exist. This would raise legitimate and serious concerns. As such, I consider that Admiral acted in a very fair and reasonable manner by providing Mr R with the opportunity to provide a correct invoice.

As for the alternative accommodation element of Mr R's complaint, I note Mr R's explanation of having already two night's booked accommodation to visit his sister by the time of the boiler incident. I note Mr R's pragmatic decision to retain this booking to allow his mother to stay near her daughter and to have hot water and heating for the two nights. Mr R provided the booking reference to Admiral and also supplied a receipt. Nevertheless, I can't say that it was unfair or unreasonable for Admiral to decline to pay this element of Mr R's claim, albeit Mr R felt that he'd taken a pragmatic approach rather than cancelling the booking. On the balance of probabilities, I consider it likely that Mr R's mother was due to stay in the accommodation with Mr R in any event (as it wouldn't have been intended that she be left alone in Mr R's home), and so I find that the cost wasn't incurred as a result of the incident.

Finally, as to the time taken by Admiral to reach its final decision in relation to Mr R's claim, I can understand that this caused Mr R some frustration. This is particularly since he had to chase for responses, and Admiral initially indicated that it was processing payment in settlement of Mr R's claim. I appreciate that Mr R feels that Admiral did everything it could to avoid paying out on the claim, nevertheless, in this case, I can see that there were some unusual elements to Mr R's claim, and I can't say that it was unfair for Admiral to take time to investigate these matters and ultimately to decline these elements of the claim. I do consider that Admiral could have communicated better, however, I don't consider that this in itself justifies a compensatory payment.

In conclusion, I'm satisfied that this final decision not to uphold Mr R's complaint is a fair outcome.

My final decision

For the reasons given above, I don't uphold Mr R's complaint, and I don't require Admiral Insurance (Gibraltar) Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 29 December 2025.

Claire Jones
Ombudsman