

complaint

Mr C is unhappy with the handling of a claim under his home emergency insurance policy with Admiral Insurance Company Limited.

Admiral uses agents to deal with claims on its behalf. It's these agents that Mr C was in contact with in relation to his claim. Any reference to Admiral in this decision should therefore be read as including those agents.

background

On 1 March 2018, Mr C contacted Admiral to make a claim because his boiler had stopped working. Admiral contacted Mr C the following day to advise him that it was unable to send a contractor straight away due to high demand at the time. Admiral told Mr C that if he arranged for his own contractor to repair the boiler, it would reimburse the cost. Mr C was unhappy with this and wanted Admiral to send someone, as he could not find anyone available. As a result Mr C was without a working boiler for a week.

The boiler was repaired and apparently worked intermittently for around a month, before it was properly repaired. Mr C says he had to rely on his open fire and bought two heaters during this time and also had to shower at the gym.

Mr C is extremely unhappy with the service provided during the handling of his claim. He says Admiral failed to keep him updated and he had to spend hours on hold to the customer services team; he was however able to communicate with the complaints team. Mr C also says he received conflicting text messages about the contractors and appointments; and Admiral failed to call him back when promised.

Admiral accepts that the service provided was not as Mr C was entitled to expect. It says its office was located in a red weather warning zone during the time of his claim and so many of its staff were unable to get in; and its contingency plan involves the Glasgow office, which was also seriously affected by the weather. This was why its customer service teams were unable to answer and return calls as promptly as normal. However, Admiral has said some staff were able to work from home, including some of its complaints-handling team, which is why they were able to respond to Mr C's complaint by email. Admiral offered Mr C £250 compensation, being the value of the alternative accommodation benefit under the policy and an additional £20 compensation for the failures in communication.

Mr C accepted the £250 offered for his financial losses but doesn't consider that £20 is enough to reflect the trouble caused to him by the communication problems.

Admiral said that the total offer of £270 was general compensation - the offer of £250 was not to reimburse the actual cost of any alternative accommodation Mr C had incurred (as he had stayed at his own home) but was compensation for the trouble caused to him. One of our investigators looked into the matter. The investigator recommended that the total compensation be increased by £30 (so a total of £300).

Mr C doesn't accept the investigator's assessment and so the matter has been referred to me. Mr C says he acknowledges this was a time of considerable stress for Admiral in the few days around the time he first made his claim. However, the lack of communication and problems he experienced went on for five weeks.

The customers service department didn't contact him at all in the weeks that he was waiting for the boiler to be properly repaired, to update him or check on progress, despite him already having complained about a lack of communication. He asked for contact specifically twice via the complaints-handlers and they still failed to contact him. There was a complete disregard for him and his family, even once operations were back up and running properly again after the storm had passed.

The complaints department has now compounded the matter by claiming it was a miscommunication that the £250 compensation was for out of pocket expenses (which he did not ask for, even though he did incur some expenses in relation to heaters and additional fuel costs). His complaint was solely about the problems with communication and the £50 compensation proposed for this is insulting. Admiral made clear the £20 it had offered was for the lack of communication. Mr C wants £250 for the lack of communication in addition to the £300.

my findings

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

I can quite understand why Mr C is unhappy that he had trouble speaking to the claims team about the problem with his boiler and that it took some time before anyone was able to come out. I also accept that it took some time to complete the permanent repair. He took out the policy with Admiral to provide cover for exactly the situation he found himself in and so that he would get prompt assistance and not have to find his own gas engineer.

However, as Mr C also recognises there was some exceptionally bad weather at the same time. This did make communications more difficult and meant that there was a high demand for available engineers. However, despite the problems communicating with the claims team, I note the contractors were able to speak to Mr C on 2 March 2018 and give him some advice before they came out on 5 March 2018. I can see the engineer told Mr C that the cost of the new fan would be covered but also that they were having trouble getting the part.

Mr C did receive some confusing texts saying that his job had been allocated to different contractors; and he was not told that an appointment had been cancelled until he chased about it. While I can understand the frustration caused by this and in having had to stay on hold for so long to lodge the claim and in not being able to speak to the claims-handlers, Mr C was provided with some information by those working on behalf of Admiral.

I acknowledge that Admiral first told Mr C that it was offering £20 compensation purely for the communication errors. It has since said that the total £270 offered was for general compensation. While I can see Mr C's point about this alteration, I do not agree that a further £250 compensation is warranted.

Mr C incurred some additional fuel costs and bought two heaters. Admiral already paid £50 for one heater. Mr C says this cost him £90 but I've not seen any convincing evidence that a heater could not have been bought for £50. The boiler was apparently working intermittently and Mr C did have alternative heating and was able to use the gym. However, this would have been inconvenient.

While Mr C says he only complained about the failures of communication, I have to consider all the circumstances, including the failures in communication, the time taken to deal with the

matter and the costs Mr C will have incurred. Having done so, I agree with the investigator that a total of £300 compensation is appropriate and is in line with awards made in similar circumstances.

my final decision

I uphold this complaint against Admiral Insurance Company Limited and require it to pay Mr C £300 compensation for the distress and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 10 February 2019.

Harriet McCarthy
ombudsman