

complaint

Mr C complains that Admiral Insurance (Gibraltar) Limited is responsible for poor service under his home emergency insurance.

background

Mr C had a home buildings insurance policy that also covered breakdown of his central heating boiler. Admiral was the insurer responsible for dealing with claims. Where I refer to Admiral or the insurer, I include its engineers and others for whose actions I hold Admiral responsible.

Mr C contacted Admiral for help with his boiler. He complained that Admiral's engineer caused a leak of water through his kitchen ceiling. He says the insurer should compensate him for higher heating bills to dry out the ceiling – and pay to repaint it.

Our investigator didn't recommend that the complaint should be upheld. She didn't think that the damage was due to negligence or the standard of workmanship of the engineer.

Mr C disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that the damage wasn't his fault and he shouldn't have to bear the costs.

my findings

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

The policy covered a temporary boiler repair up to a limit of £500.00.

Mr C contacted Admiral on 30 October 2018 to report a boiler breakdown. Admiral sent an engineer the same day. He got the boiler working but said there was a faulty printed circuit board (PCB). He recorded that the fault might recur. And indeed Mr C reported that it had recurred the same day.

The engineer initiated the ordering of spare parts. He re-attended on 1 November 2018, fitted the parts and left the boiler working.

But Mr C reported a leak from the boiler and the engineer came back the same day. He found a pipe had become detached from the boiler. He re-attached it but found the boiler pressure was too high.

He drained the system using the drain-off pipe. I think he had a reasonable expectation that, in a properly-installed system, that pipe would discharge into a drain or outside the building.

Admiral has said that unfortunately the plumber who fitted the bath had left Mr C's drain-off pipe loose underneath it. Mr C hasn't disputed that that's why the water came through the ceiling. So I don't think the insurer was at fault for the leak.

There was an escape of water for which Mr C might claim under other sections of the home buildings insurance policy. But I don't uphold his complaint about what the engineer did under the boiler breakdown cover.

Admiral didn't send its final response within eight weeks of Mr C's complaint. So he had to send some chasing emails. But he was able to bring his complaint to us promptly. And Admiral apologised for its delay.

Overall I don't find it fair and reasonable to order the insurer to do anything further in response to this complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't order Admiral Insurance (Gibraltar) Limited to pay compensation to Mr C or to do anything further in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 8 June 2019.

Christopher Gilbert
ombudsman