

## **complaint**

Mr T complains that Admiral Insurance (Gibraltar) Limited gave him poor service under a home emergency insurance policy.

## **background**

Mr T had insurance that covered him for the cost of repairs to his central heating boiler – up to a limit of £500.00. Admiral was the insurer responsible for dealing with claims. So where I refer to Admiral or the insurer I include the heating company it appointed, its engineers and any others for whose actions I hold Admiral responsible.

When his boiler wasn't working properly in late July, Mr T called his insurer for help. One of its engineers fitted a new PCB (printed circuit board). But Mr T later complained that the engineer had left a wire disconnected, so he had to pay £180.00 for further work and parts.

Our investigator didn't recommend that the complaint should be upheld. She didn't think the engineers, on behalf of Admiral, made any errors in attempting to fix the boiler.

Mr T disagreed with the investigator's opinion. He asks for an ombudsman to review the complaint. He says, in summary, that after the engineer fitted parts incorrectly, nothing would fix the problem.

## **my findings**

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

Mr T already had a problem when he rang his insurer. That's why he rang. I've looked carefully at the reports of the engineers.

An engineer first visited on 31 July and ordered a new PCB. Another engineer installed it on 4 August. But the boiler still didn't work properly. He ordered a flow sensor and lead.

I think another engineer fitted those parts on 8 August. But the boiler still didn't work properly. He ordered a three-way valve and three-way valve motor.

An engineer was due to fit those parts on 11 August. But Admiral rearranged that appointment. I think it contacted Mr T to explain that there was an emergency elsewhere.

It was not until 15 August that another engineer fitted a "*diverter cartridge*" which I think is the three-way valve and three-way valve motor. But the boiler still didn't work properly. He ordered a "*dhw heat plate*" and another flow sensor.

Mr T reported that his boiler was leaking. So the same engineer visited again on 17 August. I think he fitted a new heat exchanger plate and another diverter. His report says he checked for leaks and left the system working. It was around this time that Mr T paid the engineer about £180.00.

But Mr T reported that the boiler was still leaking. So an engineer visited on 18 August. He ordered a thermistor.

A senior engineer fitted that part on 23 August. He also found and rectified a pinched wire between the PCB and the flow switch.

I can understand that Mr T believes that the pinched wire was responsible for all the problems after 8 August. But he hasn't provided any technical report from another engineer. So I'm not persuaded that the first engineer caused those problems.

And although there was some delay in mid-August, I think the insurer fixed the problem in about three weeks. I don't under-estimate the upset and inconvenience that Mr T experienced. But – as it was always going to take some time to resolve the problem he had when he rang his insurer - I don't hold the insurer responsible for all the upset and inconvenience Mr T experienced.

I don't think Mr T has shown that the insurer fitted unnecessary parts or charged him more than it should've done for parts and work beyond the policy limit of £500.00. Therefore I don't find it fair and reasonable to order Admiral to refund Mr T the £180.00.

After its final response letter, the insurer wrote to Mr T offering him £75.00 compensation. That's at least as much as I would otherwise have ordered for the distress and inconvenience caused by some delay and other shortcomings in the service Mr T received. I find it fair and reasonable to hold Admiral to that offer. So I will order it to pay Mr T £75.00 insofar as it hasn't already done so.

### **my final decision**

For the reasons I've explained, my final decision is that I order Admiral Insurance (Gibraltar) Limited to pay Mr T £75.00 insofar as it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 1 July 2018.

Christopher Gilbert  
**ombudsman**