

The complaint

Mr B complains about the way Admiral Insurance (Gibraltar) Limited handled a claim under his home emergency insurance policy.

What happened

In 2023, Mr B made a claim under his home emergency insurance policy for a problem with his toilet that was causing it not to flush. Admiral arranged for a contractor to attend the same day.

The contractor advised Mr B that, due to the age of the toilet, he wouldn't be able to repair it. Mr B contacted Admiral who advised that as a replacement toilet was required, there would be no further cover under the home emergency policy.

Mr B sought his own contractor who was able to fix the toilet. So he raised a complaint to Admiral for the incorrect advice and the poor service he'd received.

Admiral maintained its position that the claim wasn't covered by the policy based on the contractor's advice. It said in order to dispute the diagnosis, it would need a copy of the invoice/report Mr B had received from his own contractor. However, Admiral did acknowledge there were some failings in its communication with Mr B regarding the claim. It offered to pay £100 compensation to put things right, plus the cost of the repair to the toilet if it exceeded that amount.

Mr B remained dissatisfied, so he brought his complaint to our service. But our Investigator didn't think Admiral needed to do anything more to resolve things. She said that, as Mr B's toilet was fixed free of charge, Admiral's offer of £100 was fair in the circumstances.

As Mr B didn't agree, the complaint has been passed to me to decide.

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.

Mr B's home emergency policy says:

If there is an emergency in your home, we will arrange and pay for work to be carried out to make a temporary repair of damage caused by specified events. The maximum you will be covered for is £500 per claim.

The policy defines "temporary repair" as:

Work or repairs needed immediately to stop further damage being caused by the emergency. You may need to arrange further work or repairs, at your own cost, to permanently fix the issue.

The report provided by Admiral's contractor says:

When I arrived I could see that the wc was old. The handle has snapped and the siphon has broken. Because of the age, the retaining bolts have seized and will not allow the cistern to be released from the pan. Any force will cause the ceramic to crack. Customer to bucket flush until insurers authorise a return visit to fit a new wc.

Based on this report, I'm satisfied it was fair for Admiral to conclude that Mr B's claim wasn't covered by his home emergency policy. I say this because he's only covered for a temporary repair and the expert advice Admiral received was that one couldn't be carried out.

I appreciate Mr B disagrees with the contractor. But I haven't seen that Admiral was provided with any conflicting expert opinion, so it's fair for it to rely on the advice it obtained.

Admiral was later informed that Mr B's toilet was repaired. So this does indicate that a repair could be completed. But Admiral didn't know that when declining the claim. And it could only make a decision on the information it had available, which was that a repair wasn't possible.

In any event, Admiral offered to reimburse the cost of the repair which I think is fair. But as Mr B wasn't charged, there is no financial loss to be reimbursed. And I'm satisfied he isn't out of pocket.

I do agree there has been a failing in the communication on this claim. I say this because the contractor's notes quoted above say Mr B will hear from his insurers regarding a replacement toilet, which he isn't covered for under this section of the policy. And it wasn't until several days later that he was informed of this by Admiral. During which time, he was left bucket flushing his toilet after each use which I've no doubt would've been inconvenient.

For this reason, I'm persuaded Admiral should pay Mr B compensation and I'm satisfied the offer of £100 already made is in the range of what I'd consider reasonable in these circumstances.

My final decision

Admiral Insurance (Gibraltar) Limited has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Admiral Insurance (Gibraltar) Limited should pay £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 2 February 2024.

Sheryl Sibley
Ombudsman