

The complaint

Mr A is unhappy with the boiler service that was due to be carried out by Great Lakes Insurance SE as part of his home emergency policy.

What happened

Mr A arranged for his boiler to be serviced as part of his home emergency policy. When the engineer visited, he said he was unable to carry out the service because he was concerned that he wouldn't be able to refit the boiler casing. After the engineer left, Mr A found that the boiler casing was damaged.

Mr A complained to Great Lakes. When Great Lakes replied it said that the engineer couldn't carry out the service because of how close some pipes were to the boiler casing. It also didn't accept that the engineer had damaged the boiler casing. However, it offered to refund the premium Mr A had paid for the policy as well as money for the damaged part.

Mr A complained to this service. Our investigator didn't uphold the complaint. She said there wasn't sufficient evidence to show that the engineer had damaged the boiler casing and she thought that Great Lakes had acted reasonably in how it resolved the complaint.

As Mr A did not agree, the complaint has been referred to me.

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 A said that his boiler was damaged by the Great Lakes engineer. He said that the boiler casing wasn't damaged during the previous service, carried out by another company, and that no-one else had dealt with the boiler since then. He said this meant that it must have been damaged by the engineer. Mr A also said that the engineer told his son that the boiler casing was damaged, but that the engineer said he hadn't caused the damage.

Great Lakes was unable to provide an engineer's report from the visit. However, it provided a phone call between the engineer and the Great Lakes complaint handler who investigated Mr A's complaint. The phone call took place a couple of weeks after the engineer's visit. During that phone call the complaint handler asked why the boiler couldn't be serviced and then asked about the damage. The engineer explained his concerns about being able to fit the case back on the boiler and that if this wasn't possible that the boiler would need to be switched off. He said that Mr A wasn't there, so had spoken to Mr A's son to try and explain the issue with servicing the boiler.

I've thought about this carefully. I can understand that Mr A thinks that the engineer damaged his boiler, particularly as he said the boiler wasn't damaged before the visit. However, having looked at the evidence as a whole, I think that it is more likely than not that the engineer didn't damage the boiler. This is because, having listened to the phone call, the complaint handler asked questions that allowed the engineer to explain what happened

without being led in a particular direction. The damage also wasn't raised until later in the conversation and the engineer's response, in my view, seemed genuine and credible – which was that he didn't damage the boiler. Of course, I realise that if the engineer did damage the boiler, he would have known that he was likely to be asked about this when the complaint handler phoned him. But, even taking that into account, I'm not persuaded that the engineer damaged the boiler.

I've also thought about Mr A saying that the engineer told his son that the boiler was damaged, but that he hadn't damaged it. The engineer said he spoke to Mr A's son and that he explained his concerns about servicing the boiler. I don't know exactly what was said in that conversation, but, in my view, it doesn't demonstrate that the engineer himself was responsible for the damage, which is what is alleged. I accept this doesn't explain how Mr A's boiler was damaged, but I don't think the evidence shows that it was due to the Great Lakes engineer.

I am also aware that Great Lakes didn't carry out the boiler service. This was because the engineer said that he thought he might not be able to get the case back on the boiler afterwards due to some pipework. I'm aware that Mr A said that after the visit he was able to remove the boiler case and put it back on the boiler himself. However, I don't think it would be reasonable for me to say that the engineer should have carried out the service if he thought that it might make Mr A's boiler unusable by doing so.

When Great Lakes investigated, although it didn't uphold the complaint, it refunded the premiums and also gave Mr A some money for a replacement part. I think that was a reasonable response to Mr A's complaint and I don't require Great Lakes to do anything further. Having said that, I'm aware that Mr A said that he didn't bank the cheques, so if Mr A now wishes to accept Great Lakes' offer, he should discuss this with Great Lakes to ensure that the cheques are still valid and how he can still receive the payment if they are not.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 16 September 2020.

Louise O'Sullivan
Ombudsman