

The complaint

Mr P complains that Great Lakes Insurance SE is responsible for mishandling his home emergency insurance policy.

What happened

From February 2019, Mr P had an insurance policy branded with the name of an energy company. The policy covered his central heating boiler for repairs and an annual service.

Great Lakes was the insurance company responsible for dealing with claims. Where I refer to Great Lakes, I include the gas engineering company it used insofar as I hold Great Lakes responsible for its actions.

Mr P called for help under the policy in late February 2019. He had to pay a policy excess before an engineer visited.

In March and April 2019 there were two appointments for his annual boiler service. Great Lakes said Mr P had missed both appointments. In July it asked him to pay a fee of £24.00 before making another appointment.

Mr P complained about the visit in February and the request for payment in July. Great Lakes sent a final response dated 31 July 2019. Mr P brought his complaint to us on 3 August 2019.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. He thought that Great Lakes was responsible for incorrectly applying terms to Mr P's policy so that he didn't have his boiler services for a year. The investigator recommended that Great Lakes should compensate Mr P £185.00 to represent the inconvenience he'd been through.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr P and to Great Lakes on 11 September 2020. I summarise my findings:

I had no reason to doubt that Mr P made other arrangements for an annual service in 2019, but he hadn't provided any details to show a financial loss.

Subject to any further information from Mr P or from Great Lakes, my provisional decision was that I was minded to uphold this complaint in part. I intended to direct Great Lakes Insurance SE to pay Mr P £72.00 for the missed annual service.

Mr P hasn't responded to the provisional decision. Great Lakes accepts the provisional decision. I see no reason to change my view.

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 P's policy was for a year from February 2019. From what he says, he was paying the yearly premium by monthly instalments. The policy terms included the following:

"You must make sure that an adult is present while the approved contractor services your boiler, controls and system. If an adult is not there, your boiler, control and system will not be serviced and you will have to make a new appointment. If this happens, you will have to pay the full cost of this new appointment."

In my view the whole of that term is about the presence or absence of an adult for the annual service. I consider that the words *"If this happens"* relate back not only to the words *"you will have to make a new appointment"* but also to the words *"If an adult is not there"*. So if the absence of an adult caused a new appointment, Mr P would have to pay its full cost.

From what Mr P and Great Lakes have each said, he lives in a village with yellow lines outside his house. I have no reason to doubt Mr P's statements that he has special dispensation from the local council to unload on the yellow lines and there are two large car parks near his house.

I accept that during the visit in February 2019, Mr P felt the engineer wasn't listening to him. But there's not enough detail or evidence for me to find that the engineer fell below a reasonable standard of service.

Around the middle of March 2019, Great Lakes told Mr P it would do the annual boiler service on 18 March 2019. That didn't happen. Mr P says that he said this date would be unsuitable and so would need to be rescheduled. But the engineer made a note on 18 March 2019 as follows:

"Phoned customer to advise eta but he had forgotten about the appointment, he contacted his wife but was unavailable so phoned me back to ask to rearrange."

So I find that on 18 March 2019 the engineer was on his way and rang Mr P with an estimated time of arrival, but Mr P said there was no-one at home to let the engineer in.

The service was re-scheduled for 23 April 2019. Great Lakes didn't suggest that - because of what had happened on 18 March - it was going to charge for the visit on 23 April 2019. So I consider that it had waived any charge for that visit.

On 23 April 2019 the engineer made a note as follows:

"Unable to get parked anywhere near. Called customer and no answer."

Mr P later said he and his wife were in all day and made a call in the afternoon to the gas engineering company but found it closed. If that had happened, he would surely have wanted to complain.

From a call recording, I note that the company rang Mr P on 26 April. I accept that Mr P didn't have time to take the call. But when the call-handler said she was ringing about his annual service. Mr P didn't react as I would expect him to have reacted if he had waited in vain all day earlier in the week.

I've also listened to the recording of the call on 12 July 2019. Mr P said he'd received a letter telling him of an appointment which the engineer agreed would be re-arranged. I consider

that Mr P must've been referring to the visit on 18 March 2019. During the call on 12 July, he didn't mention the re-arranged appointment in April – or that an engineer had missed it.

In reply to the final response dated 31 July 2019, Mr P sent an email including the following:

“[the gas engineering company] made no bookings to come and undertake the inspection. They just called on the 23 to day they were on route.”

I think Mr P meant that the engineer rang to say he was on the way. So I think he was referring to what had happened on 18 March 2019. So he still hadn't mentioned that an engineer had failed to attend the re-arranged appointment in April. But from his reference to “on the 23”, I find it likely that he knew the re-arranged appointment had been on 23 April.

On 2 August 2019 Great Lakes sent Mr P copies of the notes of 18 March and 23 April 2019. Mr P brought his complaint to us on 3 August 2019.

I find that it was only at that stage that he complained that he and his wife had been at home waiting for a visit on 23 April. I don't find that consistent with the call recordings or his earlier emails. So I find that Mr P is mistaken about being at home on 23 April.

I accept that Great Lakes had to pay a fee for the abortive visit. But I'm not persuaded that this was because there was no adult at Mr P's home. Rather I find that the engineer couldn't park anywhere near it. And he recorded an arrival time of 11:17 and a departure time of 11:18. So I'm not satisfied that he did enough to keep the appointment.

Therefore, I don't find that Great Lakes treated Mr P fairly by saying he would have to pay £24.00 for another appointment for an annual service. Mr P declined to pay that. And I don't doubt that he was put to some inconvenience and upset.

However, I consider that Mr P had given inconsistent information about what happened, particularly on 23 April 2019. So I don't find it fair and reasonable to direct Great Lakes to pay him compensation for distress and inconvenience.

Mr P wanted to cancel his policy. But – as he'd made a claim in February 2019 – cancellation wouldn't have excused him from paying the remaining instalments. So the policy continued until February 2020.

Putting things right

I have no reason to doubt that Mr P made other arrangements for an annual service in 2019, but he hasn't provided any details to show a financial loss. So I find it fair and reasonable to direct Great Lakes to pay Mr P the £72.00 it first offered for not doing the service.

My final decision

For the reasons I have explained, my final decision is that I uphold this complaint in part. I direct Great Lakes Insurance SE to pay Mr P £72.00 for the missed annual service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 10 November 2020.

Christopher Gilbert
Ombudsman