

The complaint

Mrs S complains that Great Lakes Insurance SE (GL), carried out a poor standard of customer service and damaged her boiler under her home emergency policy.

What happened

In 2019, Mrs S took out a home emergency policy that covered her amongst other things, for an annual service of her boiler. For a few months she tried unsuccessfully to book the annual service but was only successful in making a booking in July 2020. GL sent an engineer to carry out the service.

Soon after the engineer had left Mrs S' property, she found that when she turned on the hot water, a loud noise could be heard, so she contacted GL to report the issue and it sent another engineer. He diagnosed that there was a faulty fan, ordered the part and turned off the boiler, which meant that Mrs S and her family were without heating and hot water.

An engineer returned a few days later to complete the repair. But because Mrs S believed that the first engineer had damaged her boiler, she refused to pay the excess charge and raised a complaint. GL agreed to waive the excess charge as a goodwill gesture. But Mrs S was unhappy with this as she said that she had not been provided with the service that she had paid for and wanted. So, she referred a complaint to this service.

One of our investigators considered her complaint and didn't uphold it. He said that the annual service was completed within the contracted time frame. It was unclear how the damage was caused, and he couldn't agree that there had been unavoidable delays.

Mrs S didn't agree with our investigator. She said that her main complaint was that she hadn't received the service that she had paid for when her boiler was serviced, and she received poor levels of customer service in resolving this. She felt that the engineer had damaged her boiler and left her without heating and hot water, which was unacceptable. So, she asked for a decision from an ombudsman.

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.

While I realise this will come as a disappointment to Mrs S, I've decided not to uphold her complaint and I'll explain why.

The main issues here are:

- Poor customer service and not the service Mrs S had paid for.
- The GL engineer had damaged Mrs S boiler.

Since August 2019, Mrs S held a home emergency and boiler breakdown policy, which also included an annual service of her boiler. Mrs S said that she contacted GL a few times to try and book the annual service but wasn't successful in doing so until July 2020.

I have looked at the policy documents and the terms and conditions provide that: '*Your annual service will usually be completed between April and September*'. Although, I accept that Mrs S struggled to book an appointment, the annual service that was eventually secured, was during the timeframe specified in the policy and within the year that the policy ran for. Consequently, I'm satisfied that GL followed the terms and conditions of the policy.

Mrs S policy provided for a few different emergencies including boiler breakdown and an annual service. The cover lasted a year and specified that if there was an emergency in her home, GL would arrange for an engineer to attend to carry out a repair. Mrs S said that she wasn't provided with the service that she signed up for. But I haven't seen any evidence which shows that had Mrs S needed the services of an engineer, that GL wouldn't have provided cover, if Mrs S required it.

I have next considered whether the engineer had damaged Mrs S' boiler, that left her without heating and hot water. GL accept that Mrs S was left without heating and hot water for around five days. So, I've looked at the timeline of this to see if there were any avoidable delays – which are delays that could've been avoided, had GL done something else. And I don't think there were, so I'll explain why.

Following the annual service of Mrs S' boiler, she heard noises and contacted GL. GL sent an engineer the next day. He diagnosed a faulty fan and ordered a replacement part. Once the part was received by GL, it sent an engineer to complete the repair. The total days this took was around five. I am aware that Mrs S made several calls for updates during this period because of her family circumstances. But I can't agree that there were any avoidable delays here. I note that GL did waiver the excess charge of £50, due to the poor service that Mrs S received, and I think that this was reasonable.

Mrs S also complained that the engineer damaged her boiler and if he had turned on the tap following the service, he would've known that there was an issue with her boiler. I have carefully reviewed the system notes. Those notes disclose that a part was required for the boiler and that part (the fan) was ordered. As there were no engineer notes on file, I asked GL to outline what the engineer would've done during a service. It said that gas pressures would be corrected, a few components would be examined, and the fan would also be checked to see if it was working correctly.

Mrs S said that her boiler wasn't serviced as it should've been and that the engineer left her with a faulty boiler. Mrs S was asked if she had any expert evidence to support her view that the engineer damaged her boiler. This wasn't provided.

GL's engineer (who would be deemed an expert) noted that the cause of the damage was unclear. So, I'm not satisfied that GL's engineer did cause damage to the boiler. And, as GL has confirmed, one of the checks that would be carried out during the service would be to ensure that the fan was working efficiently, I asked GL its views as to why the fan would have failed so quickly after the service. It said that the cause of damage to the fan was unclear and could've been coincidental. And as there is no expert evidence from Mrs S to the contrary, I think it's likely that the fault with the boiler was unrelated to the actions of the engineer.

Overall, GL has accepted that there was some poor customer service and for this it waived the £50 excess charge, which I think is reasonable. So, I won't be asking GL to do anything more to resolve the complaint.

My final decision

For the reasons I have explained, my final decision is that:

Great Lakes Insurance SE has waived the excess charge of £50 and I think this offer is fair in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 24 June 2021.

Ayisha Savage
Ombudsman