

The complaint

Ms W complains about Swinton Group Ltd (Swinton) who didn't offer a contribution towards the cost of her replacement boiler, that was deemed beyond economical repair under her home emergency policy.

What happened

Ms W's boiler broke down and she contacted Swinton to make a claim. An engineer was sent out who deemed it beyond economical repair (BER). Ms W's policy allowed for a repairs cover limit of £1,500 and she was unhappy that this limit couldn't be used as a contribution towards the cost of a new boiler, so she raised a complaint.

In its final response, Swinton confirmed that it had contacted Ms W's insurers on her behalf but were unable to question the decision it reached and so there was nothing further it could do. Ms W was unhappy about this outcome and so referred her complaint to this service.

One of our investigators considered her complaint and didn't uphold it. He said that Swinton had dealt with her complaint fairly. That the complaint that she was making regarding the replacement boiler contribution, ought to have been raised against her insurers and not Swinton who were the administrators of the policy. So, there was nothing further he could reasonably ask Swinton to do.

Ms W didn't agree with our investigator. Ultimately, she said that she believed that her complaint about a contribution towards her replacement boiler was against Swinton and 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 Ms W, I've decided not to uphold her complaint and I'll explain why.

Since 2012 Ms W has held a home emergency policy, which among other things covered for her boiler breakdowns. In January 2021 Ms W found that her boiler was leaking and she had a loss of hot water. She made a claim and an engineer was sent by her insurers. That engineer deemed her boiler BER.

I have read the policy document and I have considered the parties comments. I think there is one specific aspect to this complaint. In that, Ms W's complaint is about the lack of contribution towards her replacement boiler which should be made against her insurers.

Ms W confirms that she received and supplied to me, her policy schedule, the demands and need document and terms and conditions of the policy. I have reviewed those documents

and all confirmed that the insurers are not Swinton. Swinton is the administrator of Ms W's home insurance policy.

As for the home emergency cover, it would be Ms W's insurer who provided cover and who would decide the outcome of a claim. So, if Ms W is unhappy about the lack of contribution towards the cost of the replacement boiler, then she will need to raise a complaint directly with her insurer.

Having reviewed all the evidence before me, I can't see where Ms W has raised this complaint with her insurer and so it hasn't had the opportunity to respond to a complaint about its decision.

Our regulators, the Financial Conduct Authority allow a business eight weeks to investigate a complaint before this service can consider it. Consequently, I can't decide on the merits of Ms W's complaint, without it being investigated by her insurers first.

Overall, I think that Swinton has dealt with Ms W reasonably and I am satisfied that its actions were fair. So, I can't reasonably ask Swinton to do anything more to resolve this complaint.

My final decision

For the reasons I have explained, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 5 May 2021.

Ayisha Savage
Ombudsman