

The complaint

Mr J complains of poor workmanship when having his boiler fixed by Great Lakes Insurance SE caused damage to his kitchen cupboards and appliances.

Reference to Great Lakes includes parties acting on its behalf in relation to the claim and the complaint.

What happened

Mr J has a home emergency policy with Great Lakes. In July 2019 he claimed under the policy when his boiler stopped working. The attending engineer found the pump and flow sensor needed replacing. The work was completed a few days later.

In October 2019, Mr J discovered his boiler was leaking which had caused damage to various parts of his kitchen. A claim was made under the policy for the leak and the attending engineer advised that a clip hadn't been tightened correctly in July 2019, which had caused the leak. And as a result of this more sensors needed replacing. Again the work was completed a few days later.

Mr J made a complaint about the damage that had been caused. Great Lakes issued a final response not upholding the complaint. It had asked another engineer to review the reports produced in July and October 2019 by the attending engineers, and commissioned a technical review of the claim. The engineer concluded a loose clip was unlikely to have caused the damage as it would have been more immediate rather than three months later; they concluded the likely cause of the leak was a lack of maintenance of the appliance and it having excess sludge.

Our investigator was more persuaded by the attending engineer's conclusions about the cause of the leak as the technical reviewer hadn't actually inspected the boiler or the damage caused and had noted the boiler had been serviced. And so he upheld the complaint and asked Great Lakes to reimburse Mr J's outlay in having the damage fixed - £920 – to repair kitchen cupboards and to replace a thermostat and a cooker.

Great Lakes has asked for the matter to be referred to an ombudsman. It considers the technical review carried out to be compelling and it was that engineer's professional opinion that poor workmanship in July 2019 would have manifested itself far sooner. It argues Mr J hasn't provided any evidence to counter this 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.

Great Lakes has already accepted both claims in relation to the boiler breaking down, and repairs have been carried out. My consideration is whether or not Great Lakes properly indemnified Mr J for the damage caused in July 2019 by carrying out an adequate repair; and if it didn't what it needs to do to put that right.

In July 2019, an engineer replaced a pump and a flow sensor. At the time, the engineer completed a 'contractor attendance certificate'. Amongst others, this certificate asked a number of questions including whether there was any sludge, or evidence of it. The engineer indicated not.

In October 2019, Mr J found the boiler to be leaking; which he says caused further damage to parts of his kitchen. Great Lakes sent out an engineer. The contractor attendance certificate said:

Leak coming from the underneath of the boiler – had to turn the boiler off as is it going through the electrics [sic]

and

advised prev engineer that attend fitted pump but not tightened up clip which has flooded boiler – engineer on site today as resolved issue and advised need 2 new NTC sensors & possibly new Aqua Sensor.

However, engineer has tried to dry out boiler with hair dryer & advised that this may resolve issue but could be intermittent problem. ...

Importantly, I note from this certificate that the attending engineer also reported no sludge or evidence of it.

I accept that Great Lakes arranged for an engineer to independently review Mr J's claim for damage which was a positive step to take. I also accept this review does go into a lot of detail and concludes that the likely cause of the leak was a lack of maintenance and the appliance having excess sludge. However, I don't find this report persuasive – this engineer didn't inspect the boiler, although by that point it had been repaired – and he didn't inspect the damage despite, as I understand it, this being offered by Mr J. And I don't think I could fairly ignore that both attending engineers – who actually carried out repairs and so inspected the boiler – reported there was *no* presence or evidence of sludge. I find it unlikely that two different engineers would both be wrong about that.

Further, I note the second engineer had found the cause of the leak to be a loose clip. Whilst Great Lakes has said the comments by the second engineer were speculative and made without technical support, I'm not persuaded by this either. There is nothing in the report that indicates the engineer was speculating about the cause of the leak. And I'm unsure as to why it believes an engineer it considers sufficiently qualified to carry out the work (as it employed them to carry out repairs) would need further technical support to identify the cause of a leak. After all, this is the kind of work that I would expect such engineers to be carrying out every day. In the absence of a persuasive reason why I should discount this engineer's findings, I consider them more reliable than the later technical desk-top review.

I have considered that a loose clip could manifest itself much sooner, but that is dependent on how loose it was to start with. It seems entirely conceivable that it was tight enough that the leak wasn't prominent to begin with and it worked looser over time. As such, based on the evidence before me, I find the October 2019 attending engineer's cause of the leak most persuasive. Therefore I find the most likely cause of the leak was poor workmanship following the July 2019 claim and that led to the damage caused to Mr J's property.

It follows that not only wasn't Mr J properly indemnified under the terms of the policy for the claim made in July 2019, but that the inadequate repair caused damage to his property. Great Lakes hasn't disputed any of the damage was caused by the leak, just the cause of the leak itself. Mr J has provided invoices for repairs to his kitchen totalling £920 which I find should be reimbursed. And as Mr J has lost the use of that money on other expenditure, I

also require it to add 8% simple annual interest from the date of the invoices to the date of settlement as is our standard approach.

My final decision

For the reasons given, my final decision is that I uphold this complaint and require Great Lakes Insurance SE to reimburse Mr J's costs to repair the damage totalling £920. It should also add 8% simple interest per annum to those costs from the date of Mr J's outlay to the date of settlement.

If Great Lakes considers it's legally required to deduct income tax from the interest, it must send a tax deduction certificate if Mr J asks for one.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 21 May 2021.

Claire Hopkins
Ombudsman