

The complaint

Ms S complains about Great Lakes Insurance SE (“Great Lakes”) in respect of her home emergency insurance policy. She thinks that her home and family were left at risk from the boiler for a long period and she wants Great Lakes to pay her compensation for her distress and inconvenience.

What happened

Ms S held home insurance which was provided via an administrator.

Part of her home insurance was a policy for home emergency cover, including boiler repair. This part of her policy made up around £4 of her monthly premium.

In 2016, Ms S called out an engineer under the home emergency cover. At that time the home emergency policy was underwritten by another business.

Ms S states that a warning sticker was placed on the boiler at that time by the engineer, pending his obtaining parts and returning to repair the boiler.

Ms S says that the engineer did not contact her or return to complete the repair.

The policy renewed each year, and between 2016 and 2018, the underwriter of this part of the policy changed to Great Lakes.

Ms S had problems with the boiler in 2018 and 2019 and called out engineers under her cover. She says that the engineers attending her home asked about the warning sticker, which had remained on her boiler, but did not then further investigate it or remove it.

In early 2021, Ms S commissioned a private heating engineer to carry out checks on her boiler in preparation for her selling her home. That engineer reported that there was an issue with the condense pipe of the boiler which placed it ‘At Risk’.

Ms S says that the engineer also said that the boiler was leaking carbon monoxide and that she was lucky it was located outside of the main home.

Ms S feels that her home emergency cover ought to have identified and resolved the reasons for the sticker being placed during the visits since 2016, and that she and her family had been put at risk from escaping carbon monoxide. She wants to be compensated for her distress and what she feels have been wasted costs of her total home insurance premiums, which are around £90 per month.

She complained to Great Lakes. Great Lakes responded and did not uphold her complaint. Great Lakes stated that it did not appear that any of its agents had left the ‘At Risk’ sticker on Ms S’s boiler. Great Lakes stated that the private engineer had said that they had left this sticker.

Ms S was unhappy with this response and contacted us.

Our investigator has looked into this matter and set out his view to the parties. This was that the complaint ought not to be upheld. He considered that there was not clear evidence that Great Lakes had done anything wrong during the period it underwrote the home emergency cover part of Ms S's policy. He considered that the available evidence showed that the engineers who attended on behalf of Great Lakes had confirmed that they had left the boiler working and in safe condition after their repairs.

Ms S did not accept that view and asked for an ombudsman decision.

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.

I understand Ms S's upset here. From her account it appears that there were issues with her boiler in 2016 which made it potentially unsafe, and she cannot tell whether, or when, those issues were resolved. She feels that her home and family have been exposed to carbon monoxide and she is upset at what she fears could have happened to them as a result.

I do, however, agree with the conclusions reached by my colleague, that the complaint ought not to be upheld.

Ms S's main policy was for buildings insurance and included with that policy was a home emergency policy. The insurer responsible for that home emergency policy has changed over time, and a different insurer was responsible for the engineer visit in 2016 and any follow up which should have taken place.

Great Lakes was responsible for the actions of its agents in 2018 and 2019, when its agents attended Ms S's home.

I have not been provided with the policy terms, but home emergency cover will usually respond to boiler breakdowns or leaks and will provide repairs to any parts of the boiler which have broken, or which stop the boiler working properly and safely. Home emergency cover is not the same as a maintenance contract and engineers called out to respond to a problem will carry out some checks in order to satisfy themselves that the boiler is working properly and safely, but they will not usually carry out a full service or inspection at the time of repair.

As my colleague concluded, there is uncertainty about when the sticker was placed, but the evidence provided by the engineers who attended in 2018 and 2019 confirm that they addressed the problems they were called out for and that they left the boiler safe. If the 'At Risk' sticker was present when they attended, I would expect them to raise this with the home owner and tell them that it was necessary to follow this up (usually with the engineer who had left the sticker). I would not expect them to carry out a full diagnostic on the boiler if they were otherwise satisfied that it was safe. In this situation Ms S says that she was asked about the sticker, so she was aware of it still being there.

It is not clear when the sticker was placed, or why it was not removed prior to 2021, but I have not seen evidence that the issues which were present in 2016 were still present in 2021. Ms S's engineer in 2021 noted one issue which placed the boiler 'At Risk', and this was a different issue to those noted by the 2016 engineer. I also have not seen evidence that the boiler was leaking carbon monoxide at any point as this is not detailed in the reports provided.

Consequently, whilst I understand Ms S's worry that her family may have been exposed to

harm, I have not seen evidence that they were, or that the engineers who acted on behalf of Great Lakes did anything wrong during their visits.

Miss S has also commented that Great Lakes referred to a different case in its response as it said that the private engineer had placed the sticker. I appreciate that this conflicts with what Ms S was told, and would be frustrating, but as complaint handling is not a regulated activity of the business, I cannot consider this further.

I therefore agree with my colleague and do not uphold Ms S's complaint. I appreciate that this will be disappointing to her, but I hope it makes clear my reasons for reaching it.

My final decision

For the reasons given above, I do not uphold Ms S's complaint and do not ask Great Lakes Insurance SE to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 20 June 2022.

Laura Garvin-Smith
Ombudsman