

complaint

Miss H complains about Legal Insurance Management Ltd (LIM)'s handling of her claim for a boiler repair.

background

In October 2016 Miss H reported problems with her boiler and LIM sent an engineer who identified a problem with the diverter. The engineer purported to replace the diverter.

Miss H said she continued to have problems with the boiler, but was told by LIM to contact the engineer directly, which she did. Miss H says she tried to get the engineer to fix the boiler. At her request a thermostat was added. The problems persisted and eventually Miss H went back to LIM to try and resolve matters in October 2017. LIM agreed to review Miss H's costs and so she appointed another engineer to look at the boiler. He thought the diverter hadn't been replaced in 2016 and identified a problem with the printed circuit board.

The diverter and circuit board were replaced at a cost of £365. But LIM only offered to cover the cost of the diverter at £130.

Miss H feels this is unfair, she'd like to recover the cost of repair and the cost of the thermostat.

Our investigator considered the complaint and decided to uphold it. He thought it was likely the diverter hadn't been replaced in October 2016. Having considered the expert evidence he also thought there wasn't enough to say the printed circuit board was damaged by the faulty diverter but he thought the engineer had left Miss H without a fully working boiler for some time, which caused inconvenience. He also thought Miss H had been caused distress by the engineer appointed by LIM saying there had been no contact (when there had) and by the pressure applied to Miss H's engineer by LIM's engineer. He also thought LIM hadn't been clear about whether they'd reimburse the private engineer's costs. Our investigator recommended that LIM pay the cost of the diverter at £130 and trouble and upset at £235 (equivalent to the printed board circuit and labour costs), a total of £365.

LIM disagree with the view. They are willing to pay for the cost of the diverter but not for anything further. They've asked for an ombudsman to look at everything again, so the matter has come to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've thought carefully about this matter and I've taken into account the comments raised by both parties, in order to decide what is likely to have happened.

It's agreed that Miss H reported a problem with her boiler and a replacement diverter was ordered to be replaced in October 2016. There's a dispute as to whether that replacement actually happened.

On balance I think something went wrong here. Miss H has consistently said she continued to have problems with her boiler after October 2016 and thinks the diverter wasn't actually replaced. She says she was told to take these issues up directly with the engineer that undertook the work, I think that's plausible. I've seen Miss H's phone records and within a short time from the work, Miss H began contacting the engineer, she sent over 40 messages. Whereas the engineer denies there was any contact until almost a year later. On balance, I think Miss H's recollection of events is more plausible.

Miss H also relies upon evidence from a third party engineer who inspected the boiler and said the diverter didn't look as if it had been replaced. He's adamant about this and recalls it was discoloured. I've also seen another invoice for the cost of a replacement diverter which was obtained in November 2016, after the original work was alleged to have been carried out. I've seen the concerns raised by LIM and our investigator about this later estimate so I've placed limited weight on it. But it is consistent with the original replacement not having taken place.

When the boiler was inspected again in 2017, the diverter was replaced. In light of my findings, I think it's fair and reasonable for LIM to pay £130 for the cost of the replacement diverter. By this time additional damage had also been caused to the circuit board, which was also replaced.

Miss H says it's likely this additional damage was caused by the faulty diverter. LIM says this is unlikely as the circuit board was some distance from the diverter in a sealed unit.

This is a finely balanced issue so I've looked carefully at the information provided by both parties. I've seen that it is *possible* for this type of damage to occur and I've taken into account that, on my findings, the diverter had been faulty for over a year. But I have to decide whether it is *more likely than not* that the faulty diverter caused this damage. Given the evidence from the engineer, I can't fairly say that on the balance of probabilities the damage to the circuit board was caused by faulty diverter.

It appears that the thermostat was installed at Miss H's request and was likely needed in any event, so I don't think it's fair to ask LIM to reimburse the cost of this.

But having looked at the timeline, I agree with our investigator that this matter could've been handled better. Had the original work been done properly, Miss H wouldn't have been put to the trouble of having to pursue the engineer directly. And as I've found Miss H to be credible, I think it's likely she was told by LIM to contact the engineer directly. This has led to a delay in getting the boiler repaired. It's also clear that Miss H has suffered distress as a result of LIM's engineer assertion that Miss H didn't make contact early on.

I've also listened to the calls between Miss H and LIM in which it was said reimbursement of private engineers' costs were a possibility. Looking at the timeline of the complaint, I understand that by this time Miss H felt she had no option but to get the work done independently and I think there was some confusion around this.

In light of my findings, I think it is fair and reasonable for LIM to cover the cost of the diverter at £130. I also think it's appropriate to make an award for trouble and upset here, I think £235 suggested by our investigator is fair and reasonable given the circumstances of this complaint.

my final decision

I am upholding this complaint. I direct Legal Insurance Management Limited to pay Miss H £130 and £235 trouble and upset, £365 in total.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 16 May 2018.

Sarah Tozzi
ombudsman