

## **complaint**

Mr M's complaint, in summary, is that Corgi Homeplan Ltd did not deal with the problem he had with his boiler satisfactorily. He says that he suffered avoidable costs, distress and inconvenience as a result.

## **background**

In August 2014, Corgi carried out an annual service on Mr M's boiler. This took place two days later than originally planned. During the service, Mr M told Corgi he was having problems with his boiler pressure and he had frequently to top up the pressure.

The engineer tried to find a leak but couldn't locate one. In an attempt to resolve the issue a new 10 litre expansion vessel was ordered. When the part arrived after some delay the engineer thought it was the wrong size. An 8 litre expansion vessel was then obtained and fitted the next day.

Unfortunately the pressure issue was not fixed by the expansion vessel and Corgi sent a different engineer. He also couldn't find a leak but then realised that the original 10 litre vessel should have been fitted.

When Mr M complained to Corgi it said that it replaced an 8 litre expansion vessel with another 8 litre one and if Mr M wanted a 10 litre one he would need to pay for this.

Mr M did his own research which included contacting the manufacturer and another gas company. Ultimately he was able to identify that his boiler always had a 10 litre expansion vessel. He explained this to Corgi and a 10 litre expansion vessel was later fitted to his boiler at no cost to him.

Due to all the issues experienced Mr M cancelled his CORGI HomePlan policy.

Our adjudicator recommended that the complaint is upheld. He felt that the level of service provided was poor and that Corgi should pay Mr M £100 to reflect the inconvenience caused to him.

Corgi accepted what our adjudicator had to say but Mr M did not. He felt that the £100 was not enough and did not reflect the inconvenience caused by the actions of the business.

Mr M also explained that the source of the leak has now been located in his conservatory and that he incurred £650 to rectify the issue.

## **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 am thankful to Mr M for providing detailed submissions to support his complaint, which I have read and considered in their entirety. However, I trust that he will not take the fact that my findings focus on what I consider to be the central issues, and that they are expressed in considerably less detail, as a discourtesy. The purpose of my decision is not to address every point raised in detail, but to set out my conclusions and reasons for reaching them.

I agree with the adjudicator that the level of service provided by Corgi was poor and that they could have done more to try to resolve Mr M's problem of having to top up his boiler frequently. However, I am not persuaded that the award of £100 recommended by the adjudicator is adequate in the circumstances. Corgi failed Mr M on more than one occasion and caused considerable distress and inconvenience to him. So I consider that the award should be higher.

Mr M says that he located the leak in his conservatory when he employed a plasterer to do some damp proofing. He says that he found a small leak in one of the valves of a pipe linked to the central heating system. He says that this leak was in fact the cause of the dampness and the need to top up the boiler frequently. He says that he incurred a cost of £650 to rectify the issue.

Mr M reported his problem to Corgi in August 2014 and he has found the leak in the conservatory in June 2015. Given the considerable time that has elapsed in between, it is difficult to be certain whether this leak was present at the time of the annual service and was the cause of the initial problem. I cannot also be certain that the damp proofing and plastering work for which Mr M had to pay this £650 arose solely because of this leak. I am not convinced that this cost could entirely be attributed to the business's failure.

Therefore, whilst I fully recognise what Mr M has said, I consider that a total payment of £400 to allow for any cost, distress and inconvenience Mr M has suffered as a result of business's failures is fair and reasonable in all the circumstances of the complaint.

#### **my final decision**

My final decision is that Corgi Homeplan Limited should pay £400 to Mr M.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 November 2015.

**Raj Varadarajan**  
ombudsman