

complaint

Ms B complains about the standard of work carried out to her central heating system by Help-Link UK Limited. She also complains about Help-Link's staff and its response to her complaint.

background

In 2012 Ms B took out a cover plan with Help-Link to cover her heating system. It carried out an initial inspection before agreeing the cover. It carried out an annual service in July 2013.

In September 2014 Help-Link came out to do the annual service. But Ms B reported a number of concerns to Help-Link after that. A number of different engineers visited her, and then a supervisor, over a period of approximately three weeks.

In very brief summary Ms B complained that Help-Link:

- broke the water inlet valve on her boiler, but didn't own up to this
- damaged the time clock
- left the boiler at low pressure, which caused it to rattle
- delayed in fitting the new water inlet valve
- gave her misleading information when she asked for its engineers' qualifications
- replaced parts with unsuitable parts, which it didn't check or monitor
- didn't check its work (in particular on the bleed nuts on the radiators)
- damaged two radiators, leaving them rusty, and left a kitchen nut with a slow leak because the seal had been damaged
- had a poor, intimidating attitude without any care or respect
- took away evidence, in the form of original heating system parts.

Help-Link responded to Ms B's complaint. It said:

- it didn't charge for replacement parts under the cover plan, but would remove parts and dispose them as commercial waste. It thought this was appropriate, and would only replace parts as necessary
- it was sorry there were leaks after its visits. It had visited promptly to rectify the leaks, and had dealt with the engineers under its internal procedures
- the time clock was operating correctly. There was no evidence the squeaking was caused by its engineers
- there's no reason to suspect its engineers damaged Ms B's boiler
- the issues Ms B reported might be due to the age of the boiler and central heating system. So it wouldn't attempt to rectify the rattle she'd reported, which it attributed to the age of the boiler rather than any work it had carried out

Ms B didn't accept Help-Link's response and came to us. On her complaint form Ms B said that she was looking for compensation of £3,111.50 for damage to her property and £2,500 for distress and inconvenience. Help-Link offered Ms B compensation of £5,611.50 (the amount it thought she was claiming) for a limited time period. It said this was to resolve the complaint quickly, and gave her 14 days to accept. Ms B pointed out she was, in fact, asking for an additional £4,000. Help-Link said it would leave its original offer open for a further 7 days. If she didn't contact it within that time, it would assume she preferred to go through this service.

Ms B didn't accept Help-Link's offer, and came to us, and it withdrew the offer.

Help-Link told us that it thought this service couldn't deal with the complaint under our rules, because its cover plan was a 'service agreement' (which we don't cover) rather than a 'contract of insurance' (which we do cover). My ombudsman colleague issued a detailed decision explaining why he was satisfied that we could deal with the complaint under our rules.

Our adjudicator then looked at the merits of the complaint. He found, in summary, that there had been shortcomings in Help-Link's service about the leaks and replacing a thermostat valve. Our adjudicator thought compensation of £400 for distress and inconvenience was reasonable. But he said there wasn't any independent evidence to show that Help-Link had damaged Ms B's heating system. So he didn't think he could fairly require Help-Link to replace Ms B's boiler or radiator as she'd requested.

Help-Link agreed to offer Ms B £400. She rejected its offer. She said, in brief summary:

- Help-Link had earlier said sorry for the issues she'd experienced and had offered her £5,611,50. This was on a without prejudice basis, but she makes the point it wouldn't give money away freely if it hadn't accepted it was at fault.
- She doesn't understand why the adjudicator recommended £400. Her boiler and radiators showed damage following Help-Link's visits. Its job sheets showed there'd been a cover up and that's why it offered her the substantial amount of compensation. So she shouldn't need to get independent engineering evidence.

As an agreement couldn't be reached the complaint was passed to me to decide.

I asked our adjudicator to send to Ms B Help-Link's response to her complaint that there'd been a cover-up, due to discrepancies in job sheets it had sent her. Ms B responded in detail, but in brief summary she said:

- A letter from Trading Standards suggests that it has received other complaints regarding Help-Link.
- She doesn't recall signing any form or PDA device when the boiler was serviced in September 2014, or afterwards. The signatures on different forms match perfectly, indicating they've been copied and written by someone else. They are identical, which is never the case as shown in her letters and those from the business. She referred to specific documents (which she enclosed again) to support her position that there'd been a 'cover-up'. She's not convinced by Help-Link's suggestion that there was never an attempt to deceive her, and doesn't see how the managers could monitor their engineers' work when not with the customer.
- Work on the radiators was unnecessary. Help-Link had said a gas safety record wasn't necessary if gas work wasn't carried out. But she questions why Help-Link didn't require a form to be completed anyway.
- She doesn't accept Help-Link's points about the change in format of its documents and the PDA signatures. She maintains the forms have been altered.
- Her central heating radiators are not, as Help-Link has stated, 20 years old. She has sent information to confirm that they were replaced in 2002. Her boiler and heating system was well-maintained and serviced since then, and were in good condition.

- She contacted Gas Safe after she'd complained, but Help-Link seemed to suggest otherwise.
- Help-Link's supervisor came to replace the water inlet filling knob on the boiler, that had been broken by Help-Link's engineers. The boiler started rattling after that.
- She'd said only one engineer behaved in an intimidating way, not 'engineers' as stated by Help-Link. She'd been given the supervisor's mobile phone number, and hadn't called him on a consistent basis. He'd come to her house 'out of hours'.
- Help-Link did remove good working parts from her radiators and caused problems, damage and upset.
- She provided evidence of her full claim which she'd sent to this service. The compensation she'd claimed was to cover her time and energy pursuing this matter. Help-Link didn't challenge her claim until she referred her claim to this service (having earlier offered her £5,611.50). She maintains she should receive £9,611.50 compensation.
- She gave a list of issues where she says Help-Link hadn't provided evidence to support its assertions, including around the water pressure, sludge in the radiators, letters it says it didn't receive, the age of the boiler and radiators, the situation of the boiler, the water pressure and rattling and the timer clock.

my findings

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

Help-Link initially disputed that we had jurisdiction to consider this complaint, saying that its cover plan was a 'service plan' and not a 'contract of insurance'. My ombudsman colleague has already decided that issue, and explained in detail why the complaint is one which comes within our rules.

For the sake of completeness, I consider the cover plan which Ms B held with Help-Link was a 'contract of insurance'. This is a regulated activity. So I'm satisfied we have the jurisdiction to consider this complaint.

I'll now set out my findings on the merits of Ms B's complaint. I think the £400 that Help-Link has now agreed to offer Ms B is a fair and reasonable amount of compensation. I'll explain why.

As Ms B says, Help-Link did accept that there were shortcomings in its service to her. It did leave radiator leaks after its visits. That's not in dispute. And as our adjudicator found, I think Help-Link could have explained why it was replacing the balance and thermostatic valves on her radiators.

It's correct that the boiler 'passed' the annual service in September 2014. I don't think Help-Link has falsified its records as Ms B suggests. It's explained there is a difference in the way the job sheets are printed due to its internal computer system. Also, it says that Ms B has signed the service sheet on its 'PDA' device, which is a small hand held device. It says this is why the signature appeared differently on the job sheet from the hand signed annual service report from the previous year. I know Ms B disputes this but overall I'm not convinced, on balance, that Help-Link has attempted to deceive her or cover-up the true position.

I've taken into account what Ms B says about other complaints to Trading Standards, but I don't have any details about those complaints, or whether they were upheld. And, even if I did have those details, I decide each complaint brought to me on its own facts and merits.

It's clear Ms B was upset about the way the engineers behaved when they entered her home. I think Help-Link dealt with her concerns properly by arranging for a supervisor to visit her promptly. I can see that she would reasonably have contacted the supervisor on his mobile phone having been given that number. The supervisor also replaced the water inlet valve. Help-Link disputes that it broke the valve, and I've not seen any evidence to show that it did. But in any event it arranged to replace the valve and to re-pressurise Ms B's boiler.

The Gas Safe report that Ms B commissioned after she'd made her complaint doesn't show that the boiler had been damaged by Help-Link, or that the rattle she reported was due to any negligence by Help-Link. I think Help-Link was making the point that the report suggested she contact Help-Link (again) about these issues. As our adjudicator explained Ms B's boiler was then around 10 years old and it is possible for boilers to become noisy over time. I accept Ms B's point about the age of her boiler and heating system. It's unfortunate Help-Link got the age of her heating system wrong, but this doesn't change the point that even a well maintained system can develop faults and become noisy over time.

There's also no independent evidence to show that Help-Link damaged Ms B's time clock, to make it squeak, or that it caused damage to her radiators. I'm not persuaded that it would have replaced parts unnecessarily at its own cost, but I agree with the adjudicator that it could have explained its actions more readily. It is usual for the engineers to take away any items they've replaced, for disposal.

Help-Link should have given Ms B its engineers' qualifications when she asked for them. As she says this was a matter of public record. Help-Link says its member of staff misunderstood data protection requirements, but I think Ms B was put to inconvenience in looking up this information herself. Also she was given information about work being required to meet building regulations which didn't seem to be correct.

So like the adjudicator I've found there were shortcomings in Help-Link's service to Ms B. But I don't require it to compensate her for damage to her property because I've not seen any independent evidence to show the problems she's reported were Help-Link's fault.

I do think Ms B was put to some inconvenience due to repeat visits from engineers, and she explains she was upset by one of the engineer's intimidating manner towards her. In my view Help-Link dealt with her concerns promptly and decisively by arranging for its supervisor to visit her. The supervisor also agreed to change the balance valves, and replace the inlet valve. The inlet valve wasn't in stock and he needed to order the part. I don't think there was undue delay, and the visits were completed over a period of just under one month.

When assessing fair and reasonable compensation I need to consider what a financial business has done wrong and the impact of this on the consumer. Ms B has explained very clearly her concerns about Help-Link and is concerned that it's covered-up its negligence. I think it could have handled things better, but I don't think Help-Link falsified its records. And even though it made mistakes following the annual service I think it rectified the identified problems quickly.

Help-Link did accept there had been some issues with its service and chose to offer Ms B the compensation she was initially seeking (before further problems led her to add £4,000 to her claim). I accept it offered her a substantial amount. But this was on a 'without prejudice' basis, and in an attempt to resolve matters informally. Help-Link made it clear that she had a limited time to accept its offer. She didn't accept it and chose to bring her complaint to this service, which of course she was entitled to do. Equally Help-Link was entitled to withdraw its offer.

I don't think that the substantial offer made by Help-Link, of itself, means it accepted all Ms B's points.

So I need to decide a fair and reasonable amount of compensation. I think Ms B was caused some distress and inconvenience, but I don't uphold her complaint in full. For the points where I think Help-Link caused her distress and inconvenience as set out in my findings I assess £400 is fair and reasonable. I know it falls very well short of Ms B's claim, but it is in my opinion a fair amount.

my final decision

I uphold this complaint but only in part. I require Help-Link UK Limited to pay Ms B £400 compensation for distress and inconvenience. Help-Link UK Limited must pay the total compensation within 28 days of the date on which we tell it Ms B accepts my final decision. If it pays later than this it must also pay interest* on the compensation from the date of my final decision until the date of payment at 8% per year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 4 September 2017.

Amanda Maycock
ombudsman

*If Help-Link UK Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Ms B how much it's taken off. It should also give Ms B a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.