

complaint

Mrs Q complains about the service she received from Corgi Homeplan Ltd under her home emergency insurance policy.

background

Mrs Q had an insurance policy with Corgi between 2012 and 2015. During this time Corgi carried out annual services and a number of repairs to her boiler.

In 2015 Mrs Q took out insurance with a different provider and ended her policy with Corgi.

Mrs Q's new insurer recommended her to replace her boiler, which she did.

Mrs Q complained to Corgi that the repair work and servicing it had undertaken should've addressed the issues which led to the boiler needing to be replaced. Being unhappy with Corgi's response to her complaint, she complained to this service.

Our adjudicator thought Mrs Q's complaint shouldn't be upheld.

Mrs Q disagreed with the adjudicator's conclusions, so the matter's been referred to me to make 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 decided not to uphold Mrs Q's complaint and I'll explain why.

Mrs Q says her new insurer condemned her boiler, due to the number of faults it discovered. And this meant she had to buy a new boiler. She says the boiler shouldn't have been condemned if it had been properly serviced by a qualified engineer.

Mrs Q has given us a report by a firm of engineers who attended on behalf of her new insurer. The report identifies a number of faults and says that from their visits to the property the engineers deemed that the boiler hadn't been serviced to the required level.

Mrs Q says she wants Corgi to refund some of the money she paid it for her policy.

Corgi says its engineers serviced the boiler each year from 2012. It says servicing can't predict or prevent a boiler breaking down, whether repairable or not.

Corgi also says the last annual service it carried out was in August 2015. Therefore there's a period of four or five months that can't be accounted for between then and the report by the engineers on behalf of Mrs Q's new insurer. It says annual services are carried out to ensure the boiler's working within the correct boundaries. They don't predict or prevent faults.

The system notes Corgi's given us show it carried out a number of repairs and it serviced the boiler each year between 2012 and 2015. So, I think Mrs Q did benefit from the policy. And I haven't seen anything to suggest she complained about the quality of work it undertook during that time.

I see that engineers on behalf of Ms Q's new insurer attended on three occasions between October and December 2015. The third visit was on 16 December, when a senior engineer attended and identified the fault which led him to recommend the replacement of the boiler.

He found that the expansion vessel was split, resulting in a pressure leak which had caused internal damage in the boiler, resulting in the internal parts becoming furred up. And he found that the expansion vessel had been leaking for some time, resulting in scale build up generally within the boiler. The engineer's report says the plate heat exchanger and internal components in the boiler were furred up and looked as if they'd been like that for a few months.

There was a gap of around four and a half months between the final visit by Corgi when it serviced the boiler on 5 August 2015 and the visit when the new insurer recommended the replacement of the boiler on 16 December 2015. I don't have enough evidence to conclude the fault identified during that visit already existed and should've been repaired by Corgi when it serviced the boiler in August 2015. Or that if it had, this would've prevented Mrs Q needing to replace her boiler. So, I can't uphold her complaint.

my final decision

I don't uphold Mrs Q's complaint against Corgi Homeplan Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Q to accept or reject my decision before 25 July 2016.

Robert Collinson
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