

## **complaint**

Mr W complains about delays and poor service by Great Lakes Insurance SE when he made a claim for a faulty boiler under his home emergency insurance policy.

My references to Great Lakes include its agents.

## **background**

On Sunday 10 September Mr W contacted Great Lakes when his boiler broke down. After some changes in the original arrangements an engineer called out the same day. The engineer said the boiler needed a new fan, which had to be ordered. An appointment was agreed for 13 September but the engineer didn't attend. When he complained Great Lakes told Mr W this was due to a difficulty finding the part, and it would be another three to five days to obtain and fit the fan.

Mr W arranged for his own engineer to complete the work on 18 September, and it turned out this could be done under the boiler's warranty. He complained about the service he'd received from Great Lakes.

Great Lakes accepted some shortcomings in its service and paid Mr W £25 compensation. He didn't think this was enough and came to us.

Our adjudicator recommended Great Lakes pay Mr W £150, in total, for distress and inconvenience caused to Mr W who'd spent a week without heating. Great Lakes agreed to offer a further £25, but thought the amount recommended by our adjudicator was too high. It had missed one appointment, some of the delay was out of its control, it had offered temporary heaters and Mr W had hot water via an immersion heater. So it thought £50, in total, was fair.

We put Great Lakes' offer to Mr W but he didn't think it was enough. So the complaint's come to me for a 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. Having done so, I uphold this complaint and I think £150, in total, is fair compensation. I'll explain why.

It is inevitable that a consumer will have some inconvenience when there is a home emergency. But in this case I think Great Lakes' service meant Mr W suffered some additional material distress and inconvenience.

Following some misunderstandings about the time of the visit, Great Lakes' engineer called out to Mr W late on the Sunday evening he told it about the boiler. But there was then a further day's delay before Great Lakes' contractor provided a quote for the work required to fix the boiler. So it offered him the policy's £50 allowance for alternative heating. Mr W then had to chase progress on 12 September and pay a small amount towards the repair (later refunded).

Great Lakes arranged to fit the new part on 13 September. As it accepts, Great Lakes gave Mr W poor service when he waited in for an engineer who didn't attend. It turned out that the

engineer hadn't been able to source a new fan but hadn't told Mr W. He'd already been concerned about the time to sort out the problem, and this frustrated him further.

Great Lakes paid Mr W £25 for the missed appointment, and it's offered a further £25. In doing so it's referred to a regulator's 'scale'. But when I consider a compensation award for distress and inconvenience I look at the impact on the individual consumer, based on the specific facts of the complaint. In this case Mr W could have arranged for his own engineer to fix the problem at an earlier stage had Great Lakes explained it couldn't source the replacement fan. He was inconvenienced and frustrated when the promised engineer's visit to fit the fan didn't happen, without any notice to him.

I accept Great Lakes offered Mr W the policy's £50 allowance towards replacement heaters (even though it says it was not particularly cold at that time) and he had an immersion heater for hot water. Fortunately his engineer replaced the fan under warranty, so there wasn't any additional cost. But I think it was still inconvenient for Mr W to be without a working boiler for over a week, in addition to the poor service that I've already mentioned.

Overall, I think £150 compensation, in total, is fair compensation for the distress and inconvenience Mr W suffered, less the £25 compensation I understand it has already paid him.

### **my final decision**

I uphold this complaint. Within 28 days of the date we tell it Mr W accepts my final decision Great Lakes Insurance SE must pay him £150 compensation, in total, less the £25 payment it has already made to him. If it pays later than this Great Lakes must add simple interest at 8% per year from the date of my final decision to the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 9 December 2018.

Amanda Maycock  
**ombudsman**

\*If Great Lakes Insurance SE considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr W how much it's taken off. It should also give Mr W a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.