

complaint

Mr N's complaint is about the level of service he received from Corgi Homeplan Ltd.

Mr N says that following a problem with his central heating he contacted Corgi to carry out the repairs. He says that he was given several appointments but either the engineers failed to turn up and wrongly said that they did but no one was available. Eventually Corgi told him that it would not be economical to repair the boiler. At the time he was led to believe that it would allow him to upgrade his boiler with some contribution from him but it went back on its promise.

Separately, Mr N had a problem with the electrical socket connected to his washing machine. Corgi said that the problem was with the washing machine. However Mr N believes that the problem was with the socket but Corgi has failed to repair it.

background

Our adjudicator wrote to Mr N to say that he is unable to recommend that the complaint be upheld. In summary he said:

- The available (video) evidence shows that the engineer did turn up at the premises but could not gain entry.
- There appears to be some confusion initially as to what was offered as regards the replacement of the boiler. However what Corgi eventually told Mr N that it would do was in line with the terms and conditions of the agreement.
- As regards the problem about the electrical socket, the engineer's report suggests that his conclusion was not incorrect.

The adjudicator did not agree to Mr N's request that due to Corgi's failures he should be refunded all the premiums paid under the agreement. He said that there have been several occasions where the claims were made and settled by the business at no cost to Mr N. So it would not be fair and reasonable to refund the premiums.

Mr N responded to just say that he was disappointed with the adjudicator's conclusions and wanted a further review.

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 agree with the adjudicator's conclusions for the reasons he had explained.

I am satisfied from the available information that the business took reasonable steps to attend to the boiler and electrical issues.

The engineer had concluded that given the age of the boiler it would be uneconomical to repair it. In the circumstances the terms and conditions of the agreement state that the business would contribute £400 towards the cost of the replacement boiler. The available notes indicate that this was explained to Mr N.

The available information also shows that when the above was communicated to Mr N, there was some discussion about the other options available to him. Mr N was told that if he were to make additional contribution, the business could replace the boiler with a specified brand. However he was advised that if he were to change to a combi boiler the cost would be lot higher. Whilst I appreciate that the discussion on that day about different options could have led to some misunderstanding, the position was made clear during the conversation on the next working day. So Mr N knew by then what was involved if he were to change to a combi boiler.

As regards the electrical problem, like the adjudicator, I am unable to conclude from the engineer's tests and report that his conclusions at the time were incorrect.

my final decision

I appreciate that Mr N will be disappointed with my conclusions but for the reasons given I am unable to uphold his complaint on this occasion.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 12 October 2015.

Raj Varadarajan
ombudsman