

complaint

Mr N is unhappy because Great Lakes Reinsurance (UK) SE hasn't repaired his boiler and has cancelled his insurance.

background

When Mr N's boiler broke down, he contacted Great Lakes to make a claim.

An engineer came out and said a part was needed, which would cost £450. However, another engineer then inspected the boiler. Great Lakes said the second engineer told it the boiler was over 15 years old and this meant it wasn't covered under Mr N's policy.

Unhappy, Mr N complained to Great Lakes and then to the Financial Ombudsman Service.

Our adjudicator didn't uphold Mr N's complaint, as he thought Great Lakes was entitled to refuse to pay for the repairs. Mr N didn't agree and asked for an ombudsman to review his case. Mr N says that Great Lakes hasn't provided any documentary evidence of the age of his boiler; it was still available to buy in 2003/2004; the part needed to repair the boiler was still available; and he was sent renewal documents even though Great Lakes said his boiler was too old to be covered. Mr N also asked for an oral hearing of his complaint.

hearing request

I considered the request for an oral hearing. However, it's only in exceptional cases that we consider that a hearing might be required. I decided that a hearing wasn't necessary in this case, as I felt able to fairly look at the case without a hearing. I explained that we normally only hold a hearing where there is a dispute – between the complainant and the insurer – about important facts concerning the subject matter of the complaint; or if the circumstances of the complaint are so unclear from the papers that it requires clarification in person. I concluded that the facts about the insurance claim were sufficiently clearly set out in the papers provided.

Mr N has asked me to reconsider this, as he thinks a hearing is essential. However, it remains my view that the issue in dispute is sufficiently clear and an oral hearing isn't necessary for me to fairly decide this case.

my findings

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

Mr N's policy only covers boilers which are under 15 years old. It's for Mr N to demonstrate that he has a valid claim by providing information in support of his boiler's age. Therefore, it's not for Great Lakes to prove that it is older.

The fact that Mr N's type of boiler was available to buy as recently as 2003 doesn't mean Great Lakes has made the wrong decision – what matters is the age of Mr N's particular boiler.

Mr N says the age of his boiler can't be confirmed and he doesn't believe it's more than 15 years old but Great Lakes has sent us a link to a website which shows this type of boiler

stopped being manufactured in 1995. Great Lakes told Mr N to contact the manufacturer with the serial number of his boiler if he disputed this but Mr N says the manufacturer can't confirm how old the boiler is. I see no reason why the manufacturer wouldn't know this information. I'd also expect Mr N to have some idea of when the boiler was installed in his house, even if he wasn't living there at the time.

Overall, based on what I've seen, I think Mr N's boiler is likely to be over 15 years old. This means his claim isn't covered by his policy and he isn't entitled to cover for the boiler repairs under the policy. The policy does provide cover for other matters though.

Even if Mr N's boiler is under 15 years old, Great Lakes says some of the parts needed to repair the boiler aren't available. This means Great Lakes wouldn't be able to fix the boiler anyway – and Mr N's policy doesn't provide for a replacement boiler.

I know Mr N doesn't agree with the second engineer's diagnosis and Mr N is a retired engineer himself but I think Great Lakes is entitled to rely on the diagnosis of the currently practicing engineer which it has appointed.

I understand Mr N was told at first that his boiler could be repaired for £450. But, as I've explained, not every claim is covered under his policy. It would've been helpful if the first engineer had given Mr N more accurate information and considered how old Mr N's boiler might be. But Great Lakes doesn't have to pay the claim just because its first engineer gave Mr N wrong advice.

Great Lakes says it won't renew Mr N's policy. Great Lakes doesn't have to offer cover to Mr N every year – just like Mr N doesn't have to renew with Great Lakes – and I can't force it to do so.

my final decision

My final decision is I don't uphold Mr N's complaint against Great Lakes Reinsurance (UK) SE.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject by 8 February 2016.

Harriet McCarthy
ombudsman