

## **complaint**

Mr M's complaint is about the service provided by Great Lakes Insurance SE when dealing with a claim under his home emergency insurance policy.

## **background**

Mr M made a claim under his policy in late February 2018, as his boiler had lost pressure following a water leak from the system.

Great Lakes sent an engineer out the next day who diagnosed that a rubber washer had cracked and needed replacing. It took another eight days for this part to be delivered, despite Mr M chasing this up several times. The contractor came out on 9 March 2018 to fit the new washer but while doing so also found that the heat exchanger was cracked, as a result of which Great Lakes told Mr M that the boiler was beyond economical repair and would not be repaired under the policy. No repair was therefore done and Mr M had to arrange for a new boiler to be installed.

The policy does have an alternative heating allowance but Mr M was unable to use this until 2 March 2018 as the shops were shut due to the bad weather and even then he was only able to source one small and two large oil heaters, which was not adequate to heat his home.

Mr M is unhappy with the service provided. The weather was extremely cold during this time and he was left without heating and hot water for over eight days. If the contractor had diagnosed what was wrong with the boiler when he first attended on 28 February 2018, he'd have been able to arrange the new boiler immediately and avoided suffering in the cold for so long.

Great Lakes says that there was a red weather warning (which advises the public not to travel) on the day that its contractor attended Mr M's home. A few days later this was reduced to an amber warning. But as a result there were backlogs on orders for parts from all suppliers and greater demand for them. Great Lakes says it authorised a payment of £100 for Mr M to buy some portable heaters and did what it could to chase up the part with the contractor.

Great Lakes says the leak on the heat exchanger was from a hairline crack that would have been difficult to identify at the first attendance, especially given that there was a more significant leak elsewhere in the boiler. It denies therefore that it was negligent in not spotting this sooner.

One of our investigators looked into the case. She recommended that Great Lakes pay Mr M the sum of £150 compensation for the distress and inconvenience caused by the delays.

Mr M accepted the investigator's assessment but Great Lakes did not. It says that

As the investigator was unable to resolve the complaint, it has been passed to me.

## **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 accept that the weather conditions at the time of this claim were severe. Both parties have referred to the difficulties this caused. I do therefore accept that the work required to fix or replace Mr M's boiler would have been delayed, and this is to something Great Lakes could avoid. I also accept that it will have made Mr M's position more uncomfortable and any delay in resolving the problem with his boiler more significant than would otherwise be the case.

Great Lakes say it is unreasonable to have expected its contractor to have spotted the crack in the heat exchanger when he first came out to inspect the boiler. However, there isn't much in the way of evidence of what the contractor did check then and which would support that assertion by Great Lakes. Clearly, the contractor didn't diagnose everything that was wrong with the boiler and this did cause a delay in Mr M being able to get a working boiler. I don't think it's unreasonable to expect a contractor to do a check of the major components of the boiler, such as the heat exchanger. So while I accept that this claim would have taken longer than normal, due to the weather conditions, I do think it is likely that it could have been resolved sooner than it was.

Given this I agree with the investigator that the sum of £150 compensation is appropriate to compensate Mr M for the time taken to deal with his claim.

**my final decision**

I uphold this complaint against Great Lakes Insurance SE and require it to pay Mr M the sum of £150 compensation for the distress and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 October 2018.

Harriet McCarthy  
**ombudsman**