

complaint

Mrs L's complaint is about the service provided by Great Lakes Insurance SE in relation to a central heating insurance policy.

background

In late 2018, Mrs L applied for the central heating insurance policy with Great Lakes. The policy requires an initial inspection of the boiler to ensure that it was eligible for the cover under the policy. The initial inspection took place on 12 December 2018. Apparently the engineer also inspected magna filter that had been fitted to the system. He said the seals were broken and the filter began to leak. He apparently told Mrs W about this at the time and told her she might end up with no heating or hot water.

Two days later, Mrs L complained to Great Lakes that its engineer had broken the seals on the magna filter and she didn't have heat or hot water as a result. Mrs L says the magna filter was leaking and she had to collect the leaking water in a pan and empty it twice a day.

Great Lakes accepted that its engineer had broken the seals and agreed to replace the magna filter. This was done on 20 December 2018 but around six days after the repair, Mrs W says her boiler broke down again. Great Lakes sent another engineer out who said there was an air lock in the central heating system and resolved this.

However, on 31 December 2018 the boiler failed again. Great Lakes sent out another contractor who said there might be a blockage in the system and that they didn't think the system had been maintained correctly, as a chemical inhibitor wasn't present in the system. I understand the problem pressure kept dropping and had to be topped up. Great Lakes's contractors went out again in early January 2019 and said that there might be a leak in pipework under the floor.

On 19 January 2019 Mrs L's own contractor came out and I understand he made some adjustments to the expansion vessel, which seemed to resolve it. However, in March 2019 a representative from the manufacturer of the boiler came out and replaced the heat exchanger. I understand the boiler has worked properly since then.

Mrs L says that all these issues with the boiler are a result of the original contractor breaking the magna filter. When Great Lakes agreed to fix it, it sent the same engineer who had caused the issue, which she wasn't happy about. He didn't bleed the radiators, even having shut the system down and he didn't put the chemical inhibitor back in. He apparently told Mrs L this didn't matter. Mrs L says that as a result of not putting the chemical inhibitor in, this led to the manufacturer's warranty becoming invalid.

Great Lakes says the engineer at the initial inspection didn't need to inspect the magna filter but was trying to provide a thorough service. In some of its notes it denies that its engineer broke the magna filter but in other correspondence it confirms that he did. In any event, it says that it has done everything it can to rectify this for Mrs L: it has provided her with a replacement magna filter which will be more efficient than her old one and which cost £190, and came back out to check why the pressure was dropping.

One of our investigators looked into the matter. He didn't think there was enough evidence to say that all the problems with the boiler were due to the inspection visit on 12 December

2018. The problem seems to have been resolved by the replacement of the heat exchanger and this is not connected to the magna filter.

The investigator did however, recommend that Great Lakes pay compensation of £150 for the error in damaging the seal initially, and being without heating and hot water for six days as a result; and the failure to diagnose the problem and inconvenience of repeated appointments due to this,

Great Lakes doesn't accept that any compensation is warranted. It says its contractors went above and beyond by ensuring this was put right for Ms L. It accepts its contractor broke the seal – it has explained that the seal would always need to be replaced after inspection of the filter. Normally this would be simple and cheap to do but this particular seal was obsolete, so a new filter was needed. Great Lakes also says it attended on a number of occasions to identify the fault, and find the leak; this was made more difficult because there was pipe work concealed beneath concrete. Also, it says this issue occurred on the first visit to Ms L's home, therefore it cannot be sure this leak wasn't there before.

Great Lakes also says, the inhibitor slows the rate that sludge and scale develops within the system. It would take considerable time before the build up of sludge and scale were enough to affect the performance of the boiler.

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

Mrs W also said that she'd been charged for a year's insurance with Great Lake's but she had thought that following the initial inspection it had refused to insure the boiler. As this is a new issue, she was told to contact Great Lakes about this.

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 agree with the investigator that there is not enough evidence that the problems with the boiler and heating system were all due to the contractor on that first visit. I am satisfied that its contractor did break the seal (although Great Lakes has disputed this in some correspondence, it seems to also accept that).

Great Lakes says it has fitted a replacement filter and therefore has done all it can to rectify this. However, I agree with the investigator that, as well as putting Mrs L back in the position she had been in (by replacing the filter) some additional compensation is also appropriate. Great Lakes says it has done everything it could to rectify this by replacing the filter. However, this does not address the distress and inconvenience caused to Mrs L as a direct result of it breaking this filter. This includes: the engineer leaving the filter knowing he had broken it and that it would cause a leak but not arranging the replacement until Mrs L called a couple of days later; she was then without heating and hot water for around six days in December; having to collect the leaking water in a pan and emptying it over that time, and had the inconvenience of another appointment to fit the replacement filter. So I agree with the investigator that some additional compensation, over and above the replacement of the filter, is warranted. I consider that the sum of £200 is more appropriate for this.

Mrs L is also concerned that this caused other problems with her heating, which were eventually rectified by the replacement of the heat exchanger in March 2019.

I am not persuaded there is enough evidence that these problems were a direct result of anything the contractor did or didn't do on that first visit. Mrs L says that the chemical inhibitor should have been added to the system when Great Lakes replaced the filter. It's not clear whether the system was entirely drained down when the filter was replaced or not. I do not have any convincing evidence that this should have been done. Even if there were – and it was proven Great Lakes should have put chemical inhibitor in when it replaced the magna filter - there is also no convincing evidence, that I'm aware of, that has linked the problems Mrs L was experiencing, of her boiler losing pressure and the replacement of the heat exchanger, to any lack of chemical inhibitor, or the initial leak from the magna filter.

Given this, overall, I am satisfied that a payment of £200 is appropriate.

my final decision

I uphold this complaint against Great Lakes Insurance SE in part and require it to pay Mrs L the sum of £200 compensation for the distress and inconvenience caused by its handling of the initial inspection appointment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 14 March 2020.

Harriet McCarthy
ombudsman