

complaint

Mrs R is unhappy with the service provided by certain underwriters at Society of Lloyd's in relation to a home emergency insurance policy.

background

Mrs R had been experiencing some dizziness and other symptoms that she thought might be carbon monoxide poisoning for a few days. She called out her gas supplier who carried out some checks and couldn't find any gas leak. However, it capped off her gas supply and told her to make a claim under her policy, so that the underwriters could check whether there were any gas leaks from her boiler.

On 15 October 2016, Mrs R called the underwriters who told her an engineer would be in touch by lunchtime. However, no one attended that day. After several telephone calls chasing up, an engineer attended on 17 October 2016, checked the boiler and gas hob. No gas leaks were found and so he reinstated the gas supply.

As Mrs R had no gas supply, she had no heating, hot water or means to cook. She was also extremely worried about her health. She is very unhappy at the time taken by the underwriters to come out to her. Mrs R has asked for compensation; a refund of the premium instalment taken in December 2016 without her consent; for the underwriters to improve their performance; and for them to revise their policy documentation to reflect the truth about the response policyholders will receive to emergency situations.

The underwriters accepted that it had taken too long to attend Mrs R's property and offered the sum of £75 compensation. Mrs R wasn't happy with this and has brought the complaint to us.

One of our adjudicators looked into the case. She thought it should be upheld and that compensation should be increased to £200 to reflect the distress caused to Mrs R by the delay. Although it turned out there was no leak, Mrs R was having symptoms that she thought was carbon monoxide poisoning. Therefore the delay had caused her distress and inconvenience more appropriately reflected by compensation of £200.

Mrs R accepted the adjudicator's assessment but the underwriters didn't. Mrs R has also mentioned that she has continued to worry about possible leaks from pipework that wasn't checked but the underwriters have said this isn't covered.

As it couldn't be resolved, the matter 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.

The policy Mrs R says it provides "24/7" cover and says that if there is a gas leak it will "aim to arrive at your house within 2 hours". The underwriters have stressed that this is a stated "aim" and not a guarantee. However, given what the policy says and the cover provided, I don't think it was unreasonable for Mrs R to expect a response on 15 October 2016.

However, it took two days to attend and check that there was no gas leak. She was left for two days without heating and hot water. While there was never anything wrong with her boiler and this wasn't the cause of her symptoms, the underwriters didn't know this until it attended. She could have been reasonably satisfied that there was no ongoing gas leak, given that the gas supply to her home had been shut off but she still had the inconvenience of being without a working boiler. I also understand that Mrs R is retired and so was at home for the entire period, waiting for it to be resolved. Mrs R also made several telephone calls to the underwriters over this period, chasing up the engineers, which shouldn't have been necessary.

I therefore agree with the adjudicator that the sum of £200 is appropriate to compensate Mrs R for the distress and inconvenience caused to her by the handling of her claim.

I can't make any order that the underwriters change their general claims-handling or their policy documentation. I don't have any power to do so. I also don't have any further information about the premium instalment that Mrs R said she wanted reimbursed and whether this was due or not. It hasn't been raised again and so I don't know if this is still an issue but I don't make any finding on this aspect of the complaint, so Mrs R can revert to us if necessary.

Finally, Mr R has recently said she's still worried about other pipework possibly leaking. This is a new issue that hasn't been referred to before and so I can't deal with it as part of this decision. If Mrs R thinks that the underwriters should be doing anything further then she needs to raise that with them first.

my final decision

I uphold this complaint against certain underwriters at Society of Lloyd's and require them to pay Mrs R the total sum of £200 compensation for the distress and inconvenience caused by its handling of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 3 April 2017.

Harriet McCarthy
ombudsman