

## **complaint**

Mr G complains about Society of Lloyd's delays repairing his boiler under his home emergency insurance policy.

## **background**

Mr G's boiler broke down a number of times in January and February 2015. This meant Mr G had no heating or hot water for days at a time. Mr G also had a gas leak from the boiler during this time.

Unhappy, Mr G complained to Society of Lloyd's and then to this service. He wants the boiler to be permanently repaired and £1,000 compensation for the danger, distress, inconvenience and additional financial costs caused to him, including loss of holiday pay for attending further appointments

Our adjudicator recommended that Society of Lloyd's should pay Mr G £300 compensation. Society of Lloyd's accepted this but Mr G didn't and asked for an ombudsman to review his 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.

Before December 2014, Mr G's policy was provided by a different business. This business offered Mr G a reduction on his policy premiums as a gesture of goodwill. However this business isn't responsible for the delays in January and February 2015 and doesn't have authority to make an offer on behalf of Society of Lloyd's. I therefore can't consider this offer as part of this complaint and if Mr G wants to take up the offer he will need to contact the other business directly to see if the offer still stands.

There were four occasions in total when the boiler broke down and Mr G called for help under his policy. Three of these occasions were when Society of Lloyd's responsible – the first on 3 January 2015 and it took two days to repair; the second 10 January 2015 and again it took two days and then on 19 January 2015 and it took until 23 January 2015 to fix. Since then the boiler has failed to come on several times but Mr G has said he's said he's managed to get it working by adjusting the timer settings.

During January 2015, during the time he was waiting for repairs he had to chase a number of times to see what was happening.

I can understand how inconvenient this would have been and the frustration in having to keep chasing to make sure the engineers were coming back out. In total there were around 10 days that Mr G and his family were without heating and hot water. I agree with him that the boiler could have been repaired quicker than this and that therefore much of the time they were without heating and hot water was avoidable. This was also during winter so having no heating and hot water will have been even more of a nuisance – especially as Mr G's son has asthma.

Mr G said he pays for a priority service and the policy advertises 24/7 service which led him to buy this cover. Mr G's policy says an engineer will '*normally be with you within 24 hours*'

but this doesn't mean an engineer always will be or that if the engineer isn't then this is automatically too long of a delay. I know an engineer told Mr G they never attend on weekends other than for leaks. But Society of Lloyd's has told us that some of its engineers work exclusively Monday to Friday and some others do work at weekends.

However, as mentioned above, there were avoidable and unnecessary delays in this case by Society of Lloyd's and there were times when Mr G was given wrong information. In my opinion, the compensation of £300 recommended by the adjudicator recognises this and I think it's fair offer in the circumstances, as well as being in line with awards made in similar circumstances. We look at compensation as a global amount and we don't break it down into daily amounts.

I've taken into account everything Mr G has said about the gas leak but I can't be certain Society of Lloyd's caused this. Mr G also mentioned extra costs like electricity and mobile phone costs. Some of these will be necessary expenses because of the boiler breaking down and Mr G having to make a claim. I think any part of these expenses which were Society of Lloyd's fault come within the overall offer of £300.

#### **my final decision**

I uphold Mr G's complaint against Society of Lloyd's. It should pay Mr G £300 compensation for the trouble and inconvenience caused by its handling of the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 4 January 2016.

Harriet McCarthy  
**ombudsman**