

## **complaint**

Mr M complains about the time it took for Great Lakes Insurance SE (“GLISE”) to complete repairs to his boiler.

## **background**

Mr M has breakdown cover for his boiler with GLISE.

- On 17 January 2017 Mr M contacted GLISE to report a problem with his boiler.
- On 18 January an engineer attended Mr M’s property. The engineer diagnosed the problem and said two parts needed replacing.
- On 26 January an engineer attended Mr M’s property and his boiler was fully repaired.

Unhappy with the time taken to repair his boiler Mr M raised a complaint with GLISE. GLISE accepted that its service had been poor and offered Mr M £80 plus £30 (on sight of the receipt) towards a heater Mr M says he was required to purchase.

Unhappy with GLISE’s offer Mr M referred his complaint to our service, where it was considered by one of our investigators. The investigator came to the conclusion, based on what both parties had submitted, that a fairer outcome to this complaint would be for GLISE to pay Mr M £250 plus £30 towards the cost of the heater Mr M says he was required to purchase.

Mr M accepted the investigator’s view, but GLISE didn’t. In summary GLISE said it would appear *“that [Mr M] is exaggerating what...happened and trying to claim [for] costs that he did not incur”*. However, as a gesture of goodwill, it was prepared to pay Mr M £120 plus £30 (on sight of the receipt) towards the heater Mr M says he was required to purchase.

Mr M wasn’t prepared to accept GLISE’s increased offer and so the matter has been passed to me for decision.

## **my findings**

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

It’s clear both parties have very strong feelings about this complaint. Both have provided detailed submissions in support of their respective views which I can confirm I’ve read and considered in their entirety. However, I trust that the parties will not take the fact that my findings focus on what I consider to be the central issues, and that they are expressed in considerably less detail, as a discourtesy. The purpose of my decision isn’t to address every point raised. The purpose of my decision is to set out my conclusions and reasons for reaching them.

I note that GLISE believes Mr M might have exaggerated what happened and that he looked to recover costs that he didn’t, or couldn’t, have incurred. But I’m not persuaded GLISE has provided sufficient evidence for me to be able conclude that this is what happened.

I accept that there are some inconsistencies between Mr M's version of 'events' (as submitted by him to our service in March 2017) and GLISE's (as outlined in its claim notes). But even if it was to accept GLSIE's claim notes as being the most reliable and plausible version of events, I'm satisfied that Mr M should be compensated the amount recommended by the investigator.

I say this because GLISE's claim notes show the following:

- Mr M was without hot water for 10 days inclusive (17 to 26 January).
- It wasn't till 21 January (three days after an engineer attended Mr M's property) that the repair was authorised.
- It wasn't till 23 January that the required parts were ordered (five days after the engineer attended Mr M's property and 2 days after the repair had been authorised).
- Whether Mr M was or wasn't, he called on 22 January to say that he was without heating.
- On 22 January it agreed to reimburse Mr M up to £30 for a portable heater.
- On 22 January it was aware that Mr M had a young child living with him.
- On 23 January it agreed to reimburse Mr M up to £150 for alternative accommodation.
- Whether Mr M did or didn't, he called on 25 January to say that he had moved his family out of the property.

When assessing what fair compensation a business should pay for delays, regard needs to be given to the impact of those delays on the individual consumer. In this case Mr M, in the middle of winter with a young child, was without hot water for 10 days and possibly without heating for several. And even if he didn't move out of the property (a point on which I make no finding) he at least said he had done so, or at least contemplated doing so.

Therefore I find that to fairly compensate Mr M GLSIE should pay what the investigator recommended it pay.

### **my final decision**

My final decision is that I uphold this complaint. Great Lakes Insurance SE should pay Mr M £250 for the distress and inconvenience he was caused and £30 (on Mr M providing the receipt) for the cost of his purchased heater.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 19 June 2017.

Peter Cook  
**ombudsman**