

complaint

Mr P complains about the service he received from Great Lakes Reinsurance (UK) SE under his home emergency insurance policy.

background

Mr P complained to Great Lakes that after an engineer attended in November 2015, there were delays in getting parts which needed replacing, breakdowns in communication and failure to fix the faults with his boiler.

Mr P also complained that work he'd paid for wasn't carried out after his boiler was serviced in 2014.

Great Lakes accepted there'd been delays due to failures of communication. And it offered Mr P £100 compensation.

Mr P thought Great Lakes should repay him two years' insurance premiums, pay 10% towards the cost of replacing his boiler and pay towards the cost of storing and disposing of his old boiler. So, he complained to this service.

Our adjudicator thought Mr P's complaint shouldn't be upheld.

Mr P disagreed with the adjudicator's conclusions, so the matter's been referred to me to make a final 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.

I've decided not to uphold Mr P's complaint and I'll explain why.

I've read all of the information Mr P has given us about the background to his complaint. In making my decision I've concentrated on what appear to be his main grounds of complaint.

Mr P says after the annual boiler service in 2014 he paid the engineer to replace seals, but this work wasn't carried out. And he says the pressure switch was left on its side, with wires left to rub against the inside of the cover. He's given us photographs in support of this aspect of his complaint.

Mr P also says after Great Lakes serviced the boiler in 2015 it took 21 days to diagnose and deal with a problem which had been identified. He says during this time Great Lakes made multiple visits to his property, it cancelled and rescheduled visits and it supplied parts which were later found not to be needed. And he says Great Lakes created problems which meant he had no option but to replace the boiler.

Great Lakes says it wasn't aware of an agreement by the engineer who attended in 2014 to fit seals to the boiler. But it says, in any event, this was a private agreement between Mr P and the engineer.

Mr P has acknowledged that he can't hold Great Lakes responsible for a private contract he had with the engineer to supply seals for his boiler.

I don't have enough evidence to conclude its most likely the boiler was left in a dangerous state after it was serviced in 2014. I note the photographs Mr P has given us, but they don't show when the alleged defective work took place or who was responsible for it. And I note Mr P didn't complain about this to Great Lakes until November 2015.

The engineer who serviced the boiler on 5 November 2015 said he would order parts to correct faults he'd identified. And he said he would return to fit them on 11 or 12 November.

The engineer then became ill, so Great Lakes arranged for a different engineer to deal with the matter and he attended on 25 November. Great Lakes accepted there'd been delays due to failures of communication and it offered Mr P £100 compensation. The delay between the scheduled visit and the one which took place on 25 November was two weeks. So, I think this is reasonable compensation, in the circumstances.

I've seen evidence that the engineers who attended in 2015 found a problem with the air supply to the boiler. And they identified this as being an issue with the flue, which wasn't covered under the policy. In these circumstances I don't have enough evidence to conclude its most likely Great Lakes caused the problems with Mr P's boiler which resulted in him replacing it.

my final decision

I don't uphold Mr P's complaint against Great Lakes Reinsurance (UK) SE.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 3 June 2016.

Robert Collinson
ombudsman