

complaint

Mr H complains that Great Lakes Reinsurance (UK) SE gave poor service under his home emergency insurance.

background

Mr H had home emergency insurance in the name of an insurance intermediary. Great Lakes was the insurer responsible for dealing with claims. Where I refer to Great Lakes or the insurer I include other companies acting on behalf of the insurer, individual engineers and any others for whose actions I hold Great Lakes responsible.

Mr H and his wife have some health issues. He called his insurer for help with his central heating. He complained about aspects of the service he received. We are dealing separately with a complaint about a failure to order spare parts in June 2017 and a complaint about the automatic renewal of the policy. This final decision is on Mr H's complaints about delay and damage to a carpet.

Our investigator recommended that the complaint should be upheld in part. He thought that Mr H had made numerous calls to get an engineer out to look at his boiler and on multiple occasions this was rescheduled or delayed. The investigator thought that in November 2017 an engineer caused stains to the carpet. And – although Great Lakes arranged for it to be cleaned - the stains are still there. The investigator recommended that Great Lakes should:

1. arrange for the rectification work to take place for Mr H's damaged carpet;
2. pay Mr H £200.00 in recognition of the trouble and upset caused.

Mr H disagreed with the investigator's opinion. He asks for an ombudsman to review the complaint. He says, in summary, that the compensation isn't enough.

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 Financial Ombudsman Service deals with complaints against insurance companies and other regulated financial firms in connection with their regulated activities.

Mr H's policy included an annual boiler service. But that wasn't covered by insurance.

The insurance covered repairs for boiler breakdowns and central heating emergencies. It also covered a £500.00 contribution towards the cost of a new boiler if the old one was (in the opinion of the insurer's engineer) beyond economic repair.

I accept Mr H's statement that his boiler wasn't working properly and he contacted the insurer on 21 September 2017. And I accept that there were some delays and several missed appointments. But I don't think Mr H was without central heating and hot water. The insurer did some work to the boiler in early November.

From what he says, the boiler stopped working while Mr H and his wife were away later in November. But I think they were able to get it going again shortly after they got back. And the insurer sent an engineer in mid-November.

The real problem came on 24 November. An engineer fitted some components. But he caused a leak of water. And he cut himself, causing blood on the carpet. Later he said the gas valve wasn't working properly.

Part of Mr H's complaint is that the insurer hadn't turned the boiler off before. But I haven't seen enough evidence that there had previously been a leak that the insurer's engineers hadn't noticed.

I think that on 24 November Mr H and his wife were left without a working boiler. That was an emergency. I'm not satisfied that the insurer responded appropriately.

Within a week or so Mr H said he'd got someone else to install a new boiler. The insurer's engineer hadn't said the boiler was beyond economic repair. Rather he had just fitted new components to it. So I don't find it fair and reasonable to order the insurer to contribute towards the cost of the new boiler.

The insurer's final response letter wasn't an adequate response, in my view. And it contained an incorrect statement that the engineer's company had got a cleaner to attend to the carpet. In fact, the professional clean was in late January 2018.

From the photographic evidence I accept that there is still a mark on the carpet. But – as it has already been cleaned – I don't find it fair and reasonable to order the insurer to arrange further work to it.

Mr H has sent us copies of letters in May from the insurer and from the intermediary company. The insurer said that it was arranging for the intermediary to send him £50.00 for "*delays in the service*". In context, I think this was for delays in autumn 2017, rather than any delay in the annual boiler service.

I have decided not to order further work to the carpet. Keeping that in mind, I've thought about the distress and inconvenience the insurer has caused Mr H by the shortcomings in its service. I accept that he was troubled by what damage might've been caused to his health and his wife's. And I think he was upset that his insurer didn't respond appropriately.

Overall I find it fair and reasonable to order the insurer to pay Mr H – in addition to the £50.00 cheque in May – a further £200.00 for distress and inconvenience.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I order Great Lakes Reinsurance (UK) SE to pay Mr H – in addition to the £50.00 cheque in May – a further £200.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 18 August 2018.

Christopher Gilbert
ombudsman