

complaint

Mr S is unhappy that during the initial inspection to validate his boiler cover, the engineer that visited broke the filling loop causing it to leak. The part isn't covered under the policy and Mr S is unhappy that Great Lakes Insurance SE (Great Lakes) won't replace the part broken by their engineer.

background

Mr S took out an insurance policy through his energy supplier to protect his boiler in case it went wrong. The cover included an initial service to make sure the boiler was in a good state of repair for the cover to be valid.

In August 2018, a contracted engineer visited Mr S's home to complete the initial service. On inspection, while topping up the pressure, there was a leak from the filling loop when the valve was opened. The engineer commented on what he'd found to the insurer, but Mr S says the leak was caused by the engineer and that it wasn't present before.

Mr S complained to Great Lakes about this, and about the way the engineer conducted the inspection. But the insurer didn't agree their engineer was at fault. So Mr S contacted our service for help.

Our investigator didn't agree that Great Lakes were responsible for the leak from the filling loop. He found there was no evidence to say the leak wasn't already present before the engineer's visit. Mr S disagreed with the investigator's findings as he didn't think the investigator had taken account of the correct version of events and had just sided with what the insurer had said. He also mentioned that the investigator didn't comment on the distress the behaviour of the engineer caused him when completing the service. So the complaint was passed to me to decide.

I issued my provisional decision on 1 February 2019 to explain why I didn't think Mr S' complaint should be upheld. This is what I said.

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where there's a dispute about what happened, I'll reach my decision on the balance of probabilities – that is, what I consider is most likely to have happened, in light of the evidence that's available.

Having done so, I'm not intending to uphold Mr S' complaint. I'll explain why.

The policy terms and conditions say that the initial service includes:

- A visual inspection of the gas central heating system for leaks and corrosion and checks to make sure they are operating correctly and safely;
- A flue test to make sure there are no unsafe emissions;
- A gas pressure check to ensure the boiler has the correct gas pressure.

The evidence I've seen says that the engineer completed all the checks that were required, and this is confirmed in the boiler service report given to Mr S after the service was completed.

The report itself doesn't show the problem with the filling loop as it was '*advisory*' and not '*mandatory*' so the policy still went '*live*'. Even with this problem the boiler was still in good enough order for the insurer to validate the policy. If the loop isn't replaced it could affect the policy further down the line if Mr S needed to make a claim.

I take Mr S' point that it would've been helpful if the engineer made him aware of the issue with the boiler while he was there. However, an engineer typically reports his findings back to the insurer and the insurer will then decide on the validity of the insurance cover.

The engineer advised the insurer that when the filling loop was filled to adjust the water pressure back to the manufacturer's guidelines, the leak became evident. There was a leak from the filling loop when the valve was opened, but not when it was closed.

I can understand why Mr S believes the engineer caused the leak. But on balance, I'm not persuaded the engineer did. I believe it's more likely the engineer identified an underlying issue with the boiler when carrying out his initial service.

I've considered the professionalism and conduct of the engineer and I've taken on-board everything Mr S says happened during the service inspection. But as I wasn't present, I can't be sure what happened. And I'm not persuaded the conduct of the engineer made any material difference to the problem with the filling loop.

The terms and conditions say there needs to be a '*visual*' inspection of the gas and central heating system. I appreciate Mr S' disappointment in the way the engineer completed some of the checks. But the report shows that all checks were completed. So I can't say that the engineer didn't complete the service checks as required.

I know the outcome of this complaint isn't what Mr S was hoping for. But I'm not able to uphold his complaint and say Great Lakes should replace the filling loop because I'm not persuaded their engineer was responsible for the leak.

Neither Great Lakes nor Mr S had any further information for me to consider or comments to make and they both indicated they accepted my provisional 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.

Because neither party had anything to add, I see no reason to depart from my provisional decision. So I'm not upholding Mr S' complaint for the reasons I explained in my provisional decision.

my final decision

For the reasons I've explained, I don't uphold Mr S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 March 2019.

Helen Giles
ombudsman