

## **complaint**

Mrs D complains about how the Society of Lloyd's (Lloyd's) has dealt with claims she's made under her home cover insurance policy. References to Lloyd's in this decision include its agents.

## **background**

Mrs D had an insurance policy, underwritten by Lloyd's, to cover problems with things like her boiler, central heating and plumbing.

In 2014 Mrs D started having trouble with her boiler. She contacted Lloyd's, and it sent an engineer to fix the problem. Over the following two years Mrs D's boiler continued to stop working. Lloyd's sent a number of engineers who carried out various work to try to fix the problem.

Eventually Mrs D complained and said Lloyd's should replace her boiler. She said she'd been frequently left without heating and hot water. She said she'd had to rearrange an operation and been excessively inconvenienced by Lloyd's failure to fully fix her boiler, and wanted it to pay her compensation.

Our investigator didn't think Lloyd's had done anything substantially wrong in the way it arranged for the various repairs to Mrs D's boiler. But she thought it hadn't explained things very well to Mrs D. And that there had been other issues with its customer service. She thought Lloyd's should pay Mrs D £150 in light of the trouble it had caused her.

Mrs D didn't think £150 reflected the costs she'd incurred, and didn't accept the investigator's view. She asked for an ombudsman to review her complaint and so the matter's been passed to me to make a 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'm sorry to disappoint Mrs D but I agree with our investigator that the settlement she proposed represents a fair and reasonable outcome to this complaint. I'll explain why.

Mrs D's said she wants Lloyd's to replace her boiler. Her policy says Lloyd's has the option to replace the boiler if an engineer can't repair it. But Lloyd's has said its engineers have repaired the various faults and problems with the boiler. And I understand it is currently working properly. I'm also mindful that Lloyd's consulted the boiler manufacturer which said in its opinion the boiler didn't need replacing. So I don't think it would be fair to tell Lloyd's to replace it.

Regarding the issues Mrs D's had with the attempted repairs, it's apparent there have been a number of things go wrong with her boiler since she first claimed. Lloyd's have sent engineers to her house on around 20 occasions, with the majority of these call outs happening in 2015 and 2016. But Mrs D's boiler was around nine years old by this point. It's not unusual for a boiler of this age to be suffering from wear and tear and for it to have parts break down and fail.

Mrs D's said for a long time the issue was the same – an ignition fault in the boiler. She said Lloyd's failed to fix this properly. This meant she was left having to continually press the 'reset' button to get the boiler working, and arrange more and more call outs. This was particularly inconvenient for Mrs D because she had arthritis and hip trouble.

But an ignition fault, in other words something which stopped the boiler from starting up, could have a number of causes. Lloyd's call out notes indicate various things were looked into and fixed which may have been causing it. I don't think it's unreasonable that Lloyd's wasn't able to identify a single root cause straight away and fix it.

I understand the problems with her boiler have made life difficult for Mrs D. She's had to rearrange an operation and spend time in her home without any heating. But this was all caused by the issues with her boiler, and not, in my view, by anything Lloyd's did wrong.

Mrs D's boiler was relatively old and clearly had a number of issues, the causes of which weren't immediately able to be diagnosed. I'm satisfied Lloyd's sent out engineers and repaired faults as they arose, and can't fairly say it has been negligent or unreasonable in the way its fixed Mrs D's boiler or handled her claims.

But I agree with our investigator that there were issues with the service Lloyd's provided to Mrs D. The repeated breakdowns of her boiler were clearly upsetting to Mrs D. And Lloyd's could have been clearer at explaining what was wrong and why it was struggling to diagnose the problems with her boiler. When Mrs D spoke to a manager he was also unclear about what he could do to help.

Taking everything into account our investigator thought Lloyd's should pay Mrs D £150 for the trouble it had caused her. I'm satisfied this represents a fair resolution to this complaint.

### **my final decision**

For the reasons I've given my final decision is that I uphold this complaint, in part. Society of Lloyd's must pay Mrs D £150 to compensate her for the trouble it has caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 26 July 2017.

Luke Gordon  
**ombudsman**