

complaint

Mrs T has complained through her representative that Great Lakes Insurance SE unfairly refused to cover the cost of a repair to her boiler under a home emergency insurance policy.

background

Mrs T had an annual home emergency insurance policy to cover her boiler. In June 2016 Mrs T's boiler was serviced under the policy. The engineer said the boiler was fully working and passed its service but recommended that a part was replaced. Mrs T made a claim to Great Lakes to have the part replaced. Great Lakes declined Mrs T's claim as it said it wasn't an "emergency" but a maintenance issue and so it wasn't covered by the policy.

Great Lakes didn't uphold Mrs T's complaint. It said the decision to decline the claim for the cost of replacing the part had been correct.

Mrs T's representative disagreed with Great Lakes' decision and complained to this service. Our investigator didn't recommend that Mrs T's complaint should be upheld. He said that the policy's terms and conditions set out what cover was provided. The investigator said he didn't think Great Lakes had done anything wrong.

Mrs T's representative disagreed with our investigator's opinion and the complaint has been passed to me.

my findings

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

Mrs T's representative has made two complaints on her behalf. They have complained that the decision not to cover the boiler part was unfair and also about the way in which the policy was set up and administered. Great Lakes, as the insurer, is only responsible for the policy's terms and conditions. So I will only be dealing with the issue of whether Great Lakes acted unfairly in declining Mrs T's claim for the boiler part in this decision. I will deal with the other parts of Mrs T's complaint in a separate decision against the company that administrated the policy.

I've seen a copy of the home emergency policy. This policy allows for an annual boiler service as a "non-insured service" as well as providing cover for "emergency boiler breakdown". Emergency is defined in the policy as a "sudden and unexpected event" and "breakdown" is defined as a "mechanical or electrical malfunction which results in the unit or system no longer working or operating correctly". I think the cover offered by the policy is clear.

An engineer attended Mrs T's home and provided an annual service for the boiler. It's agreed that, at the time, Mrs T's boiler was working so the engineer's recommendation to have a part replaced was a maintenance issue rather than any emergency repair. So the cost of replacing this part wasn't covered by the policy and I don't think Great Lakes has unfairly declined Mrs T's claim in these circumstances.

So looking at the evidence I'm not upholding Mrs T's complaint, I don't think Great Lakes has acted unfairly or unreasonably.

my final decision

I'm not upholding Mrs T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 25 May 2018.

Jocelyn Griffith
ombudsman