

complaint

Mr P complains that Great Lakes Reinsurance (UK) SE gave him poor service under a home emergency insurance policy.

background

Mr P twice called for help with his boiler. He complained about the response.

The adjudicator recommended that the complaint should be upheld in part. She thought that Great Lakes was responsible for poor handling of Mr P's claims under the policy. She recommended that Great Lakes should pay Mr P £250 compensation for the trouble and upset caused.

Mr P agrees with the adjudicator's opinion.

Great Lake disagrees. It says, in summary, that £100 would be enough compensation.

my findings

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

Mr P had cover for a home emergency. It provided for a temporary boiler repair or (if it were possible at similar expense) a permanent repair.

I don't think the insurer was obliged to do a permanent repair if it was more expensive than a temporary one. And I don't think the insurer had to carry out work to prevent future faults.

If an old boiler became beyond economic repair (BER) then the cover provided for a payment of £500 towards a replacement.

The cover was underwritten by Great Lakes. Great Lakes was responsible for dealing with claims. So where I refer to Great Lakes or the insurer I include other parties for whose actions I hold Great Lakes responsible.

In the autumn of 2016, Mr P's wife was terminally ill. She was at home with him. Carers were providing her with help, including with washing.

Mr P's boiler was an old one.

In late October he called for help with the supply of hot water. But the insurer's engineer found that the system was working.

Keeping in mind what I've said about the nature and extent of the cover, I don't agree with Mr P that the engineer should've investigated further.

But within a week or so – on 5 November- the boiler stopped working.

I can see from its file that Great Lakes had problems getting an engineer to attend the second visit. The first engineer didn't want to go back. And Great Lakes missed an opportunity to use an engineer who could've attended on 7 November.

Mr P expected a visit which didn't happen.

And on one occasion Great Lakes didn't ring Mr P back.

The second visit didn't take place until 11 November.

The second engineer got the boiler working again.

I think that both he and Mr P anticipated further problems with the old boiler. Winter was approaching and Mr P had to think about his wife.

I accept that the engineer recommended that Mr P should get a new boiler. But there's not enough evidence that engineer had said the old one was BER. And indeed he'd left it working. So he didn't price up a further repair or assess whether that was economic compared to the value of the boiler.

There's no evidence that it failed again or that Mr P contacted the insurer before he went ahead and got a new boiler. So I don't think the insurer treated Mr P unfairly by turning down his request for a BER payment of £500.

But there had been some delay and other shortcomings in the service for which Great Lakes was responsible. And – although this only lasted for three or four days – Mr P was very worried about the effect on his wife. Sadly she passed away later that month.

So I don't doubt that Great Lakes caused Mr P extra upset and trouble at an already difficult time for him. Overall I agree with the adjudicator that £250 is fair and reasonable compensation in these particular circumstances.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order Great Lakes Reinsurance (UK) SE to pay Mr P £250 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 21 September 2017.

Christopher Gilbert
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