

## **The complaint**

Mr and Mrs L have complained about the way Great Lakes Insurance SE dealt with a claim they made under their boiler and home cover insurance policy.

Mrs L has primarily dealt with the complaint so, for ease of reading, I'll refer to her only.

Reference to Great Lakes includes its agents and representatives.

## **What happened**

The circumstances aren't in dispute, so I'll summarise what happened.

- Mrs L got in touch with Great Lakes about a leak from her boiler. It sent an engineer to inspect the problem. They ordered a replacement part.
- The engineer returned around a week later and replaced the part. But they found there was a second leak, and further replacement parts were ordered. As it was likely to take some time for the parts to arrive, Great Lakes offered Mrs L and her family alternative accommodation (AA).
- Mrs L didn't think it was practical for her family, including young children, to move to a hotel, so she didn't take up the offer of AA. Around a fortnight later, with the parts still not available, and the boiler not working in winter, Mrs L decided to have a new boiler fitted to resolve the problem.
- Mrs L complained about the way the claim had been handled. In particular, the time it had taken and the engineer's approach. She said they were late to appointments, had been rude to her, and had initially left the boiler operating in a damaged state.
- Great Lakes accepted there were some avoidable delays and the engineer had been late to appointments. It offered £75 for the service problems and a further £250 toward the cost of replacing the boiler, making £325 in total.
- Our investigator thought Great Lakes had taken reasonable steps to put right its shortcomings. Mrs L didn't think this was fair. In summary, she said:
  - She spent a significant amount of time on the phone trying to resolve the problem, during some of the coldest weeks of the year with young children.
  - The problem was only resolved because she bought a new boiler, rather than wait for Great Lakes to repair the existing one.
  - Whilst she didn't expect Great Lakes to pay for a new boiler, she thought it should contribute to the cost and inconvenience suffered.
- Our investigator wasn't persuaded to change her mind, so the complaint has been passed to me.

## What I've decided – and why

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

- The policy covers repairs, parts and labour to the boiler. Great Lakes accepted the claim and arranged for an engineer to carry out a repair.
- I haven't seen any evidence to suggest the engineer failed to carry out the first repair satisfactorily and/or that they left the boiler in a dangerous state and/or avoidably caused the second leak. And I'm satisfied the timescale to carry out the first repair was reasonable, bearing in mind parts needed to be ordered and the time of year.
- After the second leak was found, the engineer said it would take up to five working days to get the replacement part in. Two weeks later, the part hadn't arrived. At this stage, Mrs L had been without a fully functioning boiler for several weeks during winter. So she replaced it with a new one to resolve the problem.
- The policy doesn't cover a replacement where the existing boiler can be repaired. The evidence suggests it could have been repaired. So there's no cover under the policy for the replacement – in full or a contribution. That means the £250 Great Lakes offered was effectively compensation.
- Great Lakes accepted there was an avoidable delay around this time. Whilst I can see it chased the engineer and the part, it didn't always proactively update Mrs L about what was happening. This meant she often called for updates, which would have been frustrating for her.
- I understand Mrs L found the part available locally. Great Lakes said it wouldn't source a part that way as it didn't know what condition it would be in. It would only order parts from its pre-approved supply network to ensure it could offer a guarantee. This is in line with its policy and I think it's a reasonable position to take.
- Great Lakes accepted the engineer was repeatedly late. That would have been frustrating for Mrs L, but I note Great Lakes kept her up to date about this at the time. She also said the engineer was rude to her. There's no objective record of what was said, but Great Lakes said it had given the engineer feedback, which indicates it's accepted what Mrs L said. That would only have added to Mrs L's frustration.
- Overall, it's clear this was a challenging time for Mrs L and her family, including young children, as they were without a fully functioning boiler for several weeks. And, had they not replaced the boiler, that would likely have gone on longer. So I understand why she was unhappy with what happened.
- However, there would inevitably have been some distress and inconvenience as a result of the boiler problems and I can't hold that against Great Lakes. I can only tell it to pay compensation for any avoidable distress and inconvenience it caused. Here, that's the engineer being late and rude, and the avoidable delays. And, whilst I note Mrs L thought a hotel would be impractical for her family, I note Great Lakes did offer AA and I think that was a reasonable thing to do.
- Taking everything into account, I'm satisfied Great Lakes' offer of £325 compensation in total was a reasonable one to put right its shortcomings and the avoidable impact

on Mrs L and her family as a result. I understand neither amount has been paid, so Great Lakes should do so now.

### **My final decision**

I uphold this complaint.

Great Lakes Insurance SE has already made an offer to pay a total of £325 to settle this complaint. I'm satisfied this is a fair offer. So I require Great Lakes to pay a total of £325.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 28 March 2024.

James Neville  
**Ombudsman**