

## **The complaint**

Mr B complains that he needed to replace his boiler after Great Lakes Insurance SE (GLI) carried out work on it.

Although Mr B was not the policy holder, he was a direct beneficiary of the group home emergency policy underwritten by GLI. Therefore, his complaint about the way GLI handled his claim is within our jurisdiction. Reference to GLI includes actions carried out by its agents.

## **What happened**

In 2019, Mr B experienced problems with his hot water. At the beginning of 2020, GLI carried out a boiler repair, replacing two parts. The boiler functioned properly after the repair.

At the end of 2022, Mr B experienced the same problem as before. He no longer had cover for home emergencies, so he arranged for an independent plumber to carry out a repair. The plumber said a filter was missing and declared the boiler beyond economical repair (BER).

Mr B complained to GLI because its engineer was the last person to carry out repairs and to the same part of the boiler. He believed GLI failed to replace the filter, allowing the debris to build up inside the boiler and cause it to break down. Mr B wanted GLI to pay for the replacement boiler and offer compensation for the inconvenience he experienced over the festive season.

GLI said too much time had passed since the repair almost three years earlier to conclude that it was responsible for the subsequent fault. So, Mr B brought his complaint to us.

Our investigator didn't uphold Mr B's complaint. He said there was insufficient evidence to show, on balance, that GLI had caused any problems with the boiler.

Mr B didn't agree. He provided further information which he'd obtained from various websites to show what the filter did and why he thought GLI must've removed it.

The complaint was passed to me to decide.

## **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.

Having done so, I've decided not to uphold Mr B's complaint.

There was a lot of information to consider in relation to this complaint, including call recordings. Although my decision is brief, I'd like to reassure both parties that I considered everything available to me when reaching my decision.

It's clear that there are conflicting views regarding the missing filter. Mr B said no one had touched the boiler since GLI's engineer completed a repair in 2020, so it must be

responsible for the missing filter. While GLI says its engineer didn't work on the filter.

The engineer's job notes show that two parts were replaced, neither of which was the filter. I understand Mr B's view that the proximity of the filter would've meant the engineer should've seen it, or even checked it for debris as the most cost-effective solution to his boiler fault. However, I can't reasonably say GLI caused his boiler to fail three years later based solely on Mr B's research into what would logically, to him, happen during the repair visit.

Had GLI worked on the filter in any way, I'd have expected to see that reported in the notes. It wasn't noted, so I can only fairly conclude that the engineer didn't do anything with the filter.

I've considered the engineer's report Mr B provided which states the missing filter was the cause of the boiler breakdown. I have no reason to doubt that. I realise it would be difficult for Mr B to provide evidence that no one touched his boiler between the two faults – such as for servicing. But I'd need to see clear evidence that GLI did something wrong before I could fairly ask it to compensate Mr B for the subsequent boiler failure. In the absence of any definitive evidence, it would be unfair to conclude that GLI's engineer removed and/or failed to replace the filter in 2020.

Overall, I can't reasonably say GLI caused Mr B to need a new boiler three years after it carried out a repair. So, I see no reason for it to contribute to the cost or to pay compensation for any inconvenience Mr B experienced.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 3 October 2023.

Debra Vaughan  
**Ombudsman**