

Ombudsman Decision**CIFO Reference Number: 24-000220****Complainant: Mr M****Respondent: OVO Insurance Services Limited as underwriter for the home emergency insurance provided by Corgi Homeplan**

The Complainant, who I shall refer to as Mr M, complains that OVO delayed repairs to his boiler unnecessarily and this caused distress and inconvenience during extremely cold conditions.

Background

On 19 February 2024 a breakdown was reported when a service engineer found a leak in Mr M's boiler and turned it off as it was dangerous. Following attendance by a breakdown engineer, a replacement part was identified. Following further attendances, the repair was completed on 4 March. During this time Mr M said he and his vulnerable daughter were left without any heating or hot water during freezing conditions.

OVO acknowledged that the service provided fell short of what should have been provided and made a payment of £200 for the distress and inconvenience caused.

Mr M remained unhappy and referred his complaint to CIFO.

The Adjudicator said that the required part had been identified on 20 February and thought that the repair had been unnecessarily delayed and that there had been poor communication with Mr M. She recommended that the payment for distress and inconvenience be increased to £750 in total.

Mr M accepted the recommendation, but OVO did not. They offered to increase their payment to £500 but Mr M did not wish to accept this offer and requested a Final Decision.

Findings

I have considered all the available evidence and arguments to decide what is, in my opinion, fair and reasonable in the individual circumstances of this complaint. Where necessary or appropriate, I reach my conclusions on the balance of probabilities; that is, what I consider is most likely to have happened, in light of the evidence that is available and the wider surrounding circumstances.

When the service engineer attended to service Mr M's boiler, he found the heat exchanger was cracked and leaking. A call-out was raised and this diagnosis was confirmed. The part was costed the following day, 20 February. The engineer told Mr M that he would have to wait until 28 February for the replacement part.

OVO decided to send the repair to the manufacturer and told Mr M that the manufacturer would be in contact within 24 hours. The manufacturer's attendance was arranged for 23 February. Mr M said that his daughter was at the property with her dog from early in the morning on 23 February but no-one knocked at the door. He later found that a calling card had been slipped under the door. When Mr M reported this back to OVO it arranged for another engineer to attend on 24 February. When that engineer attended, he did not have the required part with him and told Mr M that the heat exchanger would have to be re-ordered as it had probably been used on another job. OVO said that the manufacturer's engineer had said that he had knocked at the door but did not receive an answer. Mr M strongly refuted this and told CIFO that the dog would have "*gone nuts*" if anyone had knocked.

Mr M again contacted OVO. CIFO listened to a number of calls between Mr M to OVO, in particular several calls on 24 February when Mr M made clear his distress over the freezing temperatures and concern for his disabled daughter who was due to stay with him. He said that the manufacturer's engineer had told him that they almost always have the part in stock so others may have it and asked if the part could be sourced elsewhere rather than having to wait for the order to come down. He also asked for some temporary heaters. Two fan heaters were later made available by OVO but Mr M told CIFO that they were of limited use and could not be left on when

he left the house so the house would then be freezing cold when he returned. The OVO agent told Mr M that there had been a miscommunication at some point and the parts had not been ordered. They were being ordered, but would not be available until the end of the following week.

The manufacturer's engineer attended on 4 March to fit the part and had to re-attend on 6 March as there was still a leak.

In summary:

Mr M was without any adequate heating or hot water for two weeks and for part of that period his disabled daughter was also suffering that inconvenience and had to go and stay elsewhere as it was too cold for her.

The first delay occurred as OVO chose to send the repair to the manufacturer. That is not a requirement under the breakdown policy and is a commercial decision made by OVO. In my view, the manufacturer's engineers are acting as OVO's agents in those circumstances.

A second delay occurred when the manufacturer's engineer did not attend on 23 February. That engineer said he could not get an answer which Mr M did not accept. I am inclined to accept what Mr M said about his certainty that the dog would react to a knock at the door, even if his daughter did not hear it. But even if the engineer did attend, he did not endeavour to contact Mr M directly or through OVO when there was no answer at the door.

Further delay was caused when the engineer who attended on 24 February did so without the required part, and OVO acknowledged that it had not even been ordered.

In all the circumstances, I find that the multiple service failings warrant a payment of £750 for the distress and inconvenience caused.

Final Decision

My final decision is I uphold this complaint and direct OVO to pay a total of £750 to Mr M, less the £200 already paid, making a net sum due of £550.

Douglas Melville
Principal Ombudsman and Chief Executive

Date: 24 February 2025