

complaint

Mr M complains that Homeserve Membership Limited did not treat him fairly in relation to a home emergency policy.

background

Mr M complained when Homeserve said it could not repair his boiler and he had to buy a new one.

The adjudicator did not recommend that the complaint should be upheld. He concluded that Mr M would have needed to pay to replace his boiler- even if Homeserve had told him that replacement parts were becoming unavailable.

Mr M disagrees with the adjudicator's opinion. He says, in summary, that Homeserve put him in a position where he had to pay for a new boiler.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

A well-known manufacturer made Mr M's boiler. I accept that – by late 2012 – the manufacturer no longer provided many replacement parts including heat exchangers.

On balance I accept that Homeserve did not tell Mr M that his boiler was becoming obsolete. I also accept that – if he had known – Mr M might have decided to cancel the cover. But I am not persuaded that any competitor of Homeserve would have provided Mr M with cover for the cost of replacing the old heat exchanger or the old boiler.

In 2013 Mr M made a successful claim. I am satisfied that it cost Homeserve about £170.

But when Mr M's heat exchanger failed, neither Homeserve nor anyone else could provide a replacement. So Mr M had to replace the old boiler at a cost of about £1,000.

Homeserve cancelled the cover and made a refund to Mr M of about £60. Bearing in mind the terms and conditions of the cover, I do not conclude that it would be fair and reasonable to order Homeserve to pay Mr M any more.

my final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against Homeserve Membership Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr M to accept or reject my decision before 6 January 2015.

Christopher Gilbert
ombudsman