

complaint

Mrs J complains that Homeserve Membership Limited gave her poor service under a home assistance insurance policy.

background

Mrs J called Homeserve for help to fix a leaking water supply pipe. She complained that its engineers damaged a kitchen work surface.

The adjudicator didn't recommend that the complaint should be upheld. She thought that – before Mrs J brought her complaint to us - Homeserve had made a fair and reasonable offer.

Mrs J disagrees with the adjudicator's opinion. She says, in summary, that Homeserve's engineers caused damage in an obvious place. So Homeserve should restore her kitchen to its previously immaculate condition, she says.

my findings

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

Mrs J contacted Homeserve on the same day that the engineers had worked at her home. She said they had damaged her work surface. Homeserve sent an inspector and later offered to send a repairer. So I accept that its engineers had caused damage – and kept quiet about it.

Mrs J didn't accept the offer to send the repairer – as she didn't think it had experience with surfaces like hers – with a wood-grain effect.

Homeserve asked Mrs H to get quotes for the repair. And I have seen two quotations from her builder.

The first quote was for about £525 to replace the damaged work surface. The second was for about £1,450 to replace all the kitchen work surfaces. Mrs J says that the manufacturer had stopped making the work surface. She asked Homeserve to replace all the surfaces so that they would match each other.

But Homeserve stuck to its final response letter in which it had offered a repair (or cash in lieu of repair), not replacement. It had said:

"We would be happy to arrange and pay for the refurbishment or we can give you the cash equivalent for the repair. The quote we received...was £175 plus VAT...."

I uphold your complaint. This is regarding the property damage and that you were told you would get a call back within an hour and this did not happen. I am very sorry that this situation has occurred and for the subsequent inconvenience these matters have caused you. To compensate you for this, I am sending you a cheque for £100."

Homeserve later sent Mrs J a cheque for £175 plus VAT (a total of £210) which she told us she hadn't cashed.

The only available photographs are from Homeserve's inspector. From those, I can see two areas of impact damage – one more prominent than the other. The surface looks like a typical wood-effect laminate. So I don't share Mrs J's concerns that Homeserve's repairer (or a repairer of her choice) wouldn't be able to do a satisfactory and durable repair.

Therefore I think it's fair and reasonable to hold Homeserve to its offer either to pay for its repairer or to pay Mrs J £210 in lieu of that.

Mrs J has had a damaged kitchen for almost a year. And I don't doubt that it has caused her upset and put her to some trouble. But I bear in mind that Homeserve made its offer quite promptly – and Mrs J didn't accept it.

From the wording of the letter I have quoted above, I don't share Mrs J's view that the £100 was solely for Homeserve's failure to call her back. I think it was fair and reasonable compensation - in line with what I would otherwise have ordered it to pay – for the trouble and upset its engineers caused Mrs J by damaging her kitchen (and not immediately telling her).

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Homeserve Membership Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 13 November 2015.

Christopher Gilbert
ombudsman