

## **complaint**

Mrs E complains about the way Homeserve Membership Limited dealt with a claim on a home emergency policy.

## **background**

In January 2015 Mrs E made a claim when her boiler wasn't working properly. Homeserve arranged for an engineer to visit and he replaced a defective part. The following month, engineers carried out some more repairs, including fitting a new ignition and circuit board.

In August 2015, Mrs E reported another fault with her boiler. Homeserve arranged for contractors to carry out some repairs. They returned in September to do some more. The contractors advised that there were several faults with the boiler and they weren't sure how to deal with these. The boiler manufacturer was contacted and it sent an engineer to check the boiler.

The manufacturer's engineer said the boiler was in such poor condition it couldn't be worked on. In particular, the circuit board wasn't fitted properly, there were screws missing, and workmanship done on the boiler previously was very poor. Homeserve arranged for two more contractors to visit but they said they couldn't do anything as the boiler wasn't safe to work on.

Mrs E arranged for her own engineer to check the boiler. He said there were some leaks in the boiler and given its poor condition, it wouldn't be worth repairing, as the repairs would cost more than a new boiler. As a result, Mrs E decided to get a new boiler. She then complained to Homeserve.

Homeserve said its contractors hadn't damaged the boiler and it wouldn't cover the cost of the new boiler. But it did accept that it hadn't dealt with matters well following the manufacturer's inspection and offered Mrs E £250 compensation for delays and inconvenience caused by this. Mrs E wasn't happy with this and complained to this service.

Our adjudicator didn't uphold the complaint. He didn't think Homeserve's contractors had caused the damage in the boiler and didn't think it should cover the cost of a new boiler. He felt the compensation offered by Homeserve was reasonable.

Mrs E disagreed and requested a review. She appreciates it would be impossible to confirm whether the engineers actually damaged the boiler. But she says it can't be denied that their poor workmanship left her boiler in a dangerous state, which meant it wasn't possible to repair it. She doesn't think the compensation is enough when their poor work meant she had to get a new boiler.

## **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 E doesn't think Homeserve's offer of £250 compensation is enough; she wants compensation for the cost of her new boiler. To require Homeserve to pay for that, I'd have

to be satisfied that she had to replace the boiler because of the work done by the contractors. Having considered the evidence carefully, I'm not satisfied that that she did.

I appreciate that Mrs E had problems with her boiler over a period of several months and, despite numerous visits, the contractors weren't able to fix all the problems. But as Mrs E herself acknowledges, it's impossible to say they actually damaged the boiler. The manufacturer's inspection does provide evidence of poor workmanship, but doesn't prove who was responsible for that workmanship. Mrs E doesn't appear to have complained to Homeserve about the state of the boiler between the last visit by its contractors and the visit by the manufacturer, which I might have expected if those contractors had left it with a circuit board and wires hanging out.

Homeserve's contractors had been working on the boiler and Mrs E considers it obvious their workmanship left the boiler in a poor condition. But I don't think the evidence confirms that. In coming to this view, I've also taken into account that Mrs E had employed her own engineer to do some work on the boiler. And according to the records, Homeserve's contractors didn't fit the particular circuit board that wasn't fitted properly. I note also that the boiler was around 10 years old and was noted to be in poor condition at the time of the first visit in February 2015.

It's for Mrs E has to show that she had to get a new boiler because of the work carried out by Homeserve's contractors. Having considered all the above points, I'm not satisfied on balance that she has done this – there is some doubt about it. And in view of the age and condition of the boiler, she may have had to replace it in any event.

I agree that Homeserve didn't handle Mrs E's claim well, particularly after the manufacturer's visit, but I think its offer of £250 compensation was fair to compensate for the delays and the upset caused to her by this.

### **my final decision**

For the reasons given, I don't uphold Mrs E's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 27 June 2016.

Peter Whiteley  
**ombudsman**