

## **complaint**

Ms C's complaint is about Homeserve Membership Limited's handling of a claim. She also says that Homeserve failed to identify the underlying problem that led to the claim.

## **background**

Ms C had a Gas Boiler Breakdown cover with Homeserve since 2004. In February 2015 she contacted Homeserve to report a problem with the boiler cutting out. Homeserve's engineer attended the fault and found that a new expansion vessel was needed. It took a few days before the new expansion vessel was fitted.

When the engineer returned to fit the expansion vessel he found that the boiler's flue was corroded and needed replacing. Because of this fault, he switched off the boiler. This problem was rectified after several days during which time Ms C was left without heating or hot water.

Ms C complained to Homeserve about the delay in fixing the problem. She also said that Homeserve should have identified the corrosion problem during its earlier annual service visits. She said that as a result of this problem her house was not heating up properly. And as Homeserve did not identify the problem until now, she thought the problem was elsewhere and had to spend on other measures such as insulating her home.

Homeserve acknowledged that Ms C was without heating or hot water for 12 days. It said that part of the delay was because Ms C was addressing the issues with her home insurance provider. Nevertheless it offered £170 for the distress and inconvenience the delay had caused, which it later increased to £350.

Homeserve said that the flue corrosion was only identified when the engineer took the boiler off the wall. It said that this issue is not something that could have normally been identified during an annual service. However it also told us that we cannot consider this part of Ms C's complaint. It said that the annual service was not part of the insurance contract Ms C had.

I issued a provisional decision partially upholding Ms C's complaint.

In summary, I said that we are unable to consider Ms C's complaint that Homeserve failed to properly carry out its job when it did the annual services. I said that, having considered the agreement Ms C had with Homeserve, in my view, the Homeserve's contract with her as regards the annual service was not a contract of insurance.

However I said that we are able to consider how Homeserve dealt with her claim in respect of the insurance contract she separately held with the underwriters. I was of the view that there was an unacceptable delay on part of the Homeserve in setting right the matter arising out of her claim and that caused avoidable distress and inconvenience to Ms C. However I concluded that Homeserve's offer of £350 is fair and reasonable in all the circumstances of the case.

Ms C made further submissions. In particular she referred us to a service / maintenance check list which she received when Homeserve carried out its annual service in July 2015. She noted that the report continued to say that the appliance is 'safe' and the safety checks are 'satisfactory' when she felt that clearly was not the case. She also felt that the checks did not address some important matters including the flue and spillage.

As regards the provisional decision, she felt that I have not addressed the health and safety risk she was put to as a result of the failure on part of Homeserve. She wanted that we hold Homeserve accountable for it in our role as 'a financial and fair provider for the customers paying for their services'.

### **my findings**

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 see no reason to depart from my provisional decision.

Ms C is clearly unhappy with Homeserve and I fully understand why she feels that way. However as I explained in my provisional decision, there are rules about what we can and we cannot consider. And in this case, for the reasons given, I am unable to consider Ms C's complaint about the annual service provided by Homeserve. I am not reaching any conclusion here as to whether Homeserve should or shouldn't have identified the problem during its annual service. It is just that we are not able to consider her complaint about it.

If Ms C had paid for the annual service on credit, it may be that the business which provided the credit has some responsibilities to her. If she did, then she could consider complaining to that business. I cannot address that as part of this complaint against Homeserve but if she needs, our adjudicator would be able to provide further information about it.

### **my final decision**

My decision is that Homeserve Membership Limited should pay £350 to Ms C for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 30 August 2016.

Raj Varadarajan  
**ombudsman**