

complaint

Mr A has complained to us about the service he's received from Inter Partner Assistance SA, trading as Homeserve.

background

Mr A has a home emergency repair policy with Homeserve. Homeserve's engineer found a problem with Mr A's boiler when carrying out an inspection. Mr A rents the property out to tenants.

Homeserve sent another engineer the same day who inspected the boiler and who found that a further inspection of part of the boiler was needed. Because the boiler was unsafe, the engineer turned it off.

Another Homeserve engineer checked the boiler the next day and ordered some parts. Mr A says these were the wrong parts. But after two more days, the parts hadn't arrived. Another date was set for four days later for a visit from an engineer who'd be able to access the boiler from the roof.

Because he didn't think it was fair for his tenants to have to wait any longer before the problem was sorted out, Mr A decided to take out a new home repair policy. This was taken out with a gas provider, who then fixed the boiler for him before the Homeserve engineer came back to fix the problem. I understand Mr A made the initial payment and paid the excess on the new policy but cancelled it later.

Mr A reported another problem a couple of weeks later. But when Homeserve's engineer came to check it, the work had already been done under the new policy.

Mr A says it only took a day to fix the boiler when the engineer came after he started the new policy. He also says it didn't need a new part. So he thinks that Homeserve's engineer misdiagnosed the problem.

Mr A asked Homeserve to cover some of his costs, including some loss of rent and for his own time spent dealing with Homeserve. Our adjudicator asked Mr A to send through some paperwork showing this. It then became clear that Mr A had paid for a new insurance policy, not the repairs.

Homeserve agreed that it could perhaps have offered better customer service and so offered to pay Mr A £70 compensation. Mr A doesn't think that's enough.

Given that Mr A had arranged for the repairs to be done under a new insurance policy, rather than paying for actual repairs, our adjudicator thought that Homeserve had done enough and so didn't need to pay Mr A anything more. Because A isn't happy with our adjudicator's findings, his complaint has been passed to me for a final decision.

my findings

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

I'm sorry to hear about the problems Mr A's had with getting his boiler fixed. I'm glad he's been able to sort this out himself, but having looked carefully at his complaint, I've decided not to uphold it. I'll explain why.

The key issue for me is whether Homeserve did enough to try and sort out Mr A's problem with his boiler. Mr A says they took too long so he took out a new policy and arranged for the work to be done.

Homeserve says that there wasn't a problem with ordering the right parts and they were ordered so as to arrive within its normal 2-3 day timeframe. Homeserve also says it wasn't happy with the information Mr A provided to support his claim for losses. Also, I think there might have been some confusion because Homeserve at first thought that Mr A had paid the gas supplier to do the work, so requested invoices showing the work done. But Mr A later told us that he'd purchased an insurance policy.

I think Homeserve acted fairly in trying to sort out Mr A's problem. I also think it's unfortunate that Mr A decided that he couldn't wait any longer after four days. So he took out the new policy and paid the policy excess to get the work done. That was his choice, but I don't think it's something that Homeserve needs to compensate him for. And if Mr A lost some rent because of the delay, that's also unfortunate. Also, since breakdowns are a normal thing when looking at boilers, we wouldn't usually compensate someone for the normal pursuit of a claim or complaint. But because I don't think Homeserve could reasonably have been expected to do more, it's not something I'll be asking it to pay. And given that Homeserve has offered Mr A £70 for poor service, I think that's probably enough. It follows that I won't be asking Homeserve to pay Mr A anything more for the losses he's claiming.

I realise that my decision will come as a disappointment to Mr A.

my final decision

For the reasons I've given above, I'm not upholding Mr A's complaint against Inter Partner Assistance SA, trading as Homeserve. So it doesn't need to do anything more, other than pay Mr A the £70 compensation, if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 April 2016.

Michael Goldberg
ombudsman