

complaint

Mr G has complained about Homeserve Membership Limited. He isn't happy that it wasn't able to fix his boiler under his policy and that he had to pay for a new one.

background

Mr G made a claim under his policy and Homeserve attended. Initially it fixed the problem but had to re-attend as Mr G had a further problem with the boiler.

Homeserve eventually established that an obsolete part was required. As the boiler wouldn't work without the part and the part couldn't be obtained his boiler was deemed beyond economical repair (BER). Mr G wasn't happy about this and with the cost of replacing the boiler and complained to Homeserve and then this service.

Our investigator looked into things for him. But he didn't uphold the complaint. He was of the view that Homeserve had acted reasonably and in line with the policy. As Mr G's boiler was deemed BER it offered to pay a contribution towards the cost of a new policy and he thought that was reasonable.

As Mr G didn't agree the matter has been passed to me for review.

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'm not upholding the complaint. I'll explain why.

I can understand how frustrating this has been for Mr G but I have to decide whether Homeserve have acted reasonably and I believe it has.

Unfortunately, Mr G's boiler was deemed BER due the part that was required to repair his boiler not being available. Homeserve tried to repair his boiler on a couple of occasions but it wasn't successful which seems reasonable. It doesn't seem to be in dispute that the part was obsolete so Mr G's boiler was inevitably BER.

I appreciate that this must've been very frustrating but I don't think Homeserve acted unreasonably. Homeserve was only obliged under the contract to offer Mr G £200 towards a new boiler in line with his policy. I understand that Homeserve also offered Mr G a separate offer that he was free to accept or decline.

I know Mr G also feels that he was overcharged for a new boiler under this separate scheme. But I haven't seen any evidence of this and he was free to get quotes from other installers if he wanted and proceed with the £200 offer as outlined in his contract, so I don't think Homeserve acted unreasonably here.

Finally, Mr G has said that Homeserve told him he required a powerflush upon another attendance. However, when he got his own engineer to attend he said that the radiators just needed bleeding. But Mr G hasn't produced any evidence of this despite being asked to by this service. Without any evidence showing this I can't conclude that Homeserve's advice wasn't correct.

my final decision

It follows, for the reasons given above, that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 16 June 2017.

Colin Keegan
ombudsman