

complaint

Mr and Mrs T complain that Homeserve Membership Limited cancelled their central heating boiler insurance.

background

Mr and Mrs T used to have cover from the boiler manufacturer – until Homeserve provided cover. Mr and Mrs T complained that – some years later – Homeserve said it could no longer provide cover.

The adjudicator didn't recommend that the complaint should be upheld. She didn't think it would be fair to ask Homeserve to provide cover after it became aware the boiler was obsolete.

Mr and Mrs T disagree with the adjudicator's opinion. They say, in summary, that the cover from the manufacturer was until parts were no longer available – which they still are. They didn't agree to Homeserve taking over or changing the terms, Mr and Mrs T add.

my findings

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

From Homeserve's records, I accept that the manufacturer covered the boiler until 2004. Mr and Mrs T have provided a policy summary. From that, I see that the policy excluded claims for a replacement boiler if spare parts were no longer available. That's not the same as saying that cover would be available as long as spare parts were available.

Homeserve covered the boiler from 2004. And Mr T provided new bank details to Homeserve in 2005. After such a long time, I can't consider any complaint about how Homeserve dealt with the sale of the policy – and in particular how it compared to the old cover.

I accept that the manufacturer (or its successor) decided the boiler became obsolete in April 2013. Homeserve didn't know that until after it renewed the policy in December 2013.

In July 2014 Homeserve repaired Mr and Mrs T's boiler. But it decided to cancel the policy from December 2014.

I have no reason to doubt Mr and Mrs T's statement that all parts are still available. But the policy was an annual one. So either party could decide each year whether or not to renew it. Keeping that in mind – I don't think that Homeserve treated Mr and Mrs T unfairly. I don't think it would be fair and reasonable to order Homeserve to reinstate cover for Mr and Mrs T's boiler.

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 Mr and Mrs T to accept or reject my decision before 30 November 2015.

Christopher Gilbert
ombudsman