

## **complaint**

Mrs T is unhappy with Homeserve Membership Limited as when it came to repair her boiler, under her appliance warranty, it started work but didn't complete it, leaving Mrs T to replace the boiler.

## **background**

The boiler had been repaired before but this time, part way through stripping it out, the plumber said he couldn't complete the job as the boiler hadn't been installed correctly. He left it disconnected with parts everywhere. Mrs T spoke to a plumber about fixing it. He said he wouldn't be prepared to reinstate it as he couldn't know what work the Homeserve plumber had done. Mrs T's plumber emailed Homeserve direct. Homeserve knew Mrs T had no heating or hot water.

Homeserve replied to Mrs T. It accepted it should have completed the repair to her boiler but didn't accept its failure had caused her to have to replace it. It said its head of technical compliance thought it could be fixed. It sent Mrs T a cheque for £250 as compensation for the inconvenience that had been caused. Mrs T said £250 didn't make up for the £1,700 plus VAT she'd just had to spend to replace the boiler.

Our adjudicator thought Homeserve should reimburse Mrs T for replacing her boiler. Homeserve said it was sticking by the view of its head of technical compliance (that it could've been fixed) but would offer to reimburse half of Mrs T's costs. Mrs T wasn't prepared to accept this offer; she didn't think it was fair.

## **my findings**

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

Homeserve made an error, so it has to put Mrs T back in the position she was before the error occurred. Now it could've done this by sending someone out to inspect and/or repair the boiler. But it didn't. Mrs T was without hot water and without support from Homeserve. And I'm satisfied that she didn't have access to a plumber who was prepared to fix the boiler. So it wasn't unreasonable, in my view, for her to take action to replace the unit. She shouldn't be out of pocket because of Homeserve's failure. So the fair thing here is for Homeserve to reimburse Mrs T her outlay, £1,700 plus VAT, plus interest.

I understand Mrs T still has the cheque for compensation (and it's still in date). I'm satisfied that for the inconvenience she was caused; having to get the boiler replaced and being without hot water for two weeks or so (it was summer so heating wasn't too much of an issue), £250 is fair and reasonable. I'm not going to make Homeserve pay any more.

## **my final decision**

I uphold this complaint. I require Homeserve Membership Limited to pay Mrs T £1,700 plus VAT, plus 8% simple interest\* from the date she paid for the boiler until settlement is made.

\*If Homeserve Membership Limited considers that it's required by HM Revenue & Customs to take off income tax from any interest due to Mrs T, it should tell her how much it's taken

off. It should also give Mrs T a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 16 December 2016.

Fiona Robinson  
**ombudsman**