

complaint

Mrs W complains that Homeserve Membership Limited mishandled her central heating boiler breakdown insurance policy.

background

Mrs W called for help. She complained after Homeserve said the policy didn't cover her problem.

The adjudicator didn't recommend that the complaint should be upheld. She thought that Homeserve had met its obligation under the policy.

Mrs W disagrees with the adjudicator's opinion. She says, in summary, that Homeserve won't cover parts for her boiler.

my findings

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

Where I refer to Homeserve I include other parties for whose actions I hold it responsible.

Mrs W says she took out the policy about sixteen years ago. She has provided some undated documents in the name of a gentleman with the same surname as her. As it's so long ago and she wasn't the original policyholder, I don't think I have the legal power to comment on Mrs W's suggestion that Homeserve mis-sold the policy.

But I note that it covered repairs in the event of a breakdown of the boiler.

It didn't cover repairs in the absence of a breakdown. And it didn't cover repairs to other parts of the central heating and hot water system.

I also note that the policy didn't cover boilers over 15 years old. And it didn't provide a replacement boiler.

At some time Mrs W became the policyholder.

And the policy terms changed. The policy still didn't cover anything other than a boiler breakdown.

But the policy didn't exclude boilers over 15 years old.

On a service visit in the summer of 2014, a Homeserve engineer noted that a flue clip was missing. Mrs W says he didn't tell her. But – whether he did or not – I don't think it was unreasonable for IPA to decline to respond to a call-out late March 2015 until she had got the clip replaced. That cost her about £190.

Homeserve then replaced a pump and a valve.

The month after it did the service, Mrs W called for help with her supply of hot water. Homeserve attended but said the fault was with her shower – not the boiler. Mrs W hasn't

provided enough evidence that Homeserve was wrong about that. And I don't think it did anything wrong by using a tick-sheet to give her that information.

Mrs W decided to cancel her policy.

I accept that Mrs W had paid a considerable amount of money to Homeserve over the years. But I keep in mind the policy terms – and the fact that Mrs W could have cancelled the policy sooner.

Overall I don't think Homeserve treated Mrs W unfairly. And I don't think it would be fair and reasonable to order Homeserve to refund her payments or to provide her with a new boiler or to make any other redress to Mrs W.

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 Mrs W to accept or reject my decision before 15 January 2016.

Christopher Gilbert
ombudsman