

The complaint

Mr P is unhappy with the offer InterPartner Assistance UK (IPA) made after it damaged his boiler during a repair visit under his home emergency policy.

What happened

Mr P reported to IPA that his boiler was displaying a fault message. IPA sent out an engineer who said that the boiler needed a new gas valve. But, while examining the boiler, the engineer broke a screw which got stuck in the heat exchanger. He wasn't able to get the screw out so the heat exchanger needed to be replaced. At this point, IPA decided the boiler was beyond economical repair.

Mr P asked his own engineer to look at his boiler. The engineer reported that the fault was with a blockage in another part of the boiler and IPA's engineer shouldn't have needed to do anything with the parts that he damaged. Mr P's engineer cleared the blockage and the boiler started working. However, because of the hole left by the broken screw, the boiler leaked carbon monoxide.

Mr P's engineer said the boiler hadn't been disconnected from the gas mains after the screw was broken, leaving it in a dangerous position. He disconnected it, which left Mr P without heating and hot water for two weeks.

As a resolution to his complaint, Mr P would like IPA to pay for his new boiler and compensation for the two weeks he was without heating and hot water.

IPA acknowledged some of its errors and offered Mr P £250 compensation for the two weeks without heating and hot water, plus the amount it would've cost it to replace the heat exchanger. He rejected its offer.

Our investigator upheld Mr P's complaint. She wasn't persuaded that IPA's engineer had disconnected the boiler and IPA admitted he hadn't put an "At Risk" sticker on it. Our investigator didn't think the screw was broken due to wear and tear so it was more likely that IPA's engineer had caused the damage. She also thought that IPA hadn't correctly followed the manufacturer's process for determining the cause of the fault.

In recognition of the impact on Mr P, our investigator thought that IPA should pay the cost of the new boiler and increase its offer of compensation from £250 to £500.

IPA didn't agree. It had already acknowledged that its engineer accidentally broke the screw causing the damage. That's why it offered to pay £490.47, which was the cost of a new heat exchanger. IPA also accepted its actions caused Mr P to be without heating and hot water which is why it offered £250 compensation. However, IPA said that if it had been given the opportunity to replace the heat exchanger, the boiler would've been restored to working condition. For that reason, IPA thinks its original offer was appropriate.

The complaint was passed to me to decide.

What I've decided – and why

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

I've thought carefully about the additional comments and I've decided to uphold Mr P's complaint. I'll explain why.

Both Mr P and IPA agree that its engineer accidentally broke a screw which then damaged the heat exchanger beyond repair. They also agree that this was the reason Mr P was without heating and hot water for two weeks. What remains for me to decide is whether IPA dealt with Mr P's complaint about these issues fairly, and whether it's reasonable for IPA to contribute to the cost of the new boiler.

The first point to consider is whether the boiler needed to be replaced or whether it could've been fixed. I see that IPA told Mr P his boiler was beyond economical repair, meaning the boiler wasn't worth what it would cost to repair. The estimated repair cost was just over £1000 and the new boiler cost £1950, so I can see why IPA didn't think it would be worth repairing the old boiler. Mr P's engineer found and repaired the fault. But the boiler couldn't be used because the damage caused by IPA's engineer meant carbon monoxide would leak out.

So, both parties agree that the boiler could've been repaired – the difference is whether it was economically worthwhile. IPA clearly told Mr P on at least two occasions that it wasn't so it was reasonable that he had the boiler replaced. As IPA was responsible for causing the most significant cost of any possible repair, I'm satisfied that it's fair to ask it to pay at least what it would've cost to repair. I've seen that IPA offered a sum equivalent to the cost of replacing the parts it damaged. However, it doesn't include the cost of the repair it originally thought needed doing – a gas valve replacement – or the one which it later agreed would've been the actual fault. So the cost of repair is likely to be greater than the £1000 it estimated.

If IPA's engineer had correctly diagnosed the fault and not worked on the part which he then damaged, the boiler could've been repaired and wouldn't have needed replacing. In light of this, and the fact that IPA declared the boiler beyond economical repair, I'm satisfied that Mr P incurred the cost of a new boiler as a direct result of IPA's actions. I think it's fair for IPA to pay the full cost of the new boiler.

IPA offered £250 for the distress and inconvenience caused. Our investigator suggested that £500 is a more appropriate amount and I agree. Not only was Mr P without heating and hot water for two weeks, but he must've lost faith in the competence of the engineer and, subsequently, the service he'd paid for. He was given inconsistent information about whether his boiler could be repaired and he had to employ the service of another engineer when his cover should've been sufficient to address the matter. While it's not clear whether the engineer properly disconnected the boiler, or followed the manufacturer's process correctly, both parties agree that he didn't attach an "At Risk" notice to the boiler, which I accept would've caused Mr P to distrust the service being provided.

Mr P could reasonably expect home emergency cover to minimise any loss or inconvenience, yet on this occasion it caused him significantly more inconvenience beyond the damage caused. I think it's reasonable for IPA to pay Mr P £500 for the distress and inconvenience this matter caused him.

My final decision

For the reasons given above, my final decision is that InterPartner Assistance UK is required to:

- pay Mr P £1950 to cover the full cost of a new boiler, and
- pay him £500 by way of apology for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 17 June 2020.

Debra Vaughan
Ombudsman