

The complaint

Mr A complains about how Inter Partner Assistance SA dealt with a claim under his home emergency insurance policy.

What happened

Mr A's boiler stopped working properly, so he called IPA to make a claim.

Different parts of the boiler were changed including the printed circuit board (PCB), diaphragm and ignition electrode. However, these parts didn't solve the problem and the boiler still wasn't working correctly. It was recommended a new gas valve and wiring harness be fitted but Mr A was warned it would take a month for these parts to be in stock and there was no guarantee the problem would be fixed in any event.

IPA said Mr A could wait for the parts, instruct a engineer of his own choosing to source the part for which they'd pay up to the remaining policy limit of just over £800. Or, Mr A could choose not to wait and get the boiler replaced at his own cost.

Mr A chose to wait for the parts and a further repair to take place. Unfortunately, those parts when fitted, didn't resolve the problem. Mr A's boiler was then deemed to be beyond economical repair (BER), as any further repairs took the cost of the claim to more than 85% of the purchase price of a new boiler. Mr A was unhappy he'd waited for so long and his boiler still hadn't been repaired, so he complained to IPA. He thought IPA should pay for a replacement boiler.

IPA said Mr A had been kept updated during the course of the claim, he'd immediately been told about the delay in sourcing parts and he'd been warned there was no guarantee the boiler would be fixed. It said it had done all it could to fix the boiler for Mr A, but unfortunately due to its age and further repairs needed, a decision was taken to declare the boiler as BER. Mr A didn't agree with IPA so brought his complaint to this service.

Our investigator looked at the complaint but didn't think IPA had done anything wrong. She thought the delay in getting the parts was beyond IPA's control, Mr A had been kept updated and given the choice as to what he wanted to do. She also thought that IPA had done everything it could to fix the boiler for Mr A before declaring it BER. The investigator confirmed the policy didn't provide cover for the cost of a new boiler.

Mr A didn't agree and asked for the case to be looked at again. In doing so he provided a recording he'd taken of the last engineer who visited his property, questioning why the gas valve and wiring harness had been ordered. Mr A said this showed his time had been wasted and the fault with the boiler had been misdiagnosed. Mr A also provided a report from the engineer who eventually replaced his boiler. Our investigator considered these reports but explained they didn't change her mind.

The complaint has been 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.

Having done so, I won't be upholding Mr A's complaint. I'll explain why.

Mr A's policy says in the event of a boiler breakdown an engineer will repair or replace the relevant parts of the boiler and/or system and each claim has a limit of £1,000. The policy also goes on to say a boiler would be declared as BER if the costs of the parts (plus VAT) needed to repair the boiler, exceed 85% of the cost to purchase a new boiler of similar specification.

I understand that not having fully reliable heating and hot water for quite some time would've been inconvenient for Mr A. What I need to decide here is whether IPA was responsible for the delays that were caused in diagnosing the fault or, if it should have done anything differently before declaring the boiler as BER.

I've listened to the audio recording Mr A has provided of the engineer he says visited his property to fit the gas valve and wiring harness. I'm unaware if the engineer knew if he was being recorded and I'm mindful the recording starts part way through the visit.

The engineer is reading through the notes of previous visits, and is explaining to Mr A what he now thinks the problem is. He explains the issue appears to be a circulation issue and with a blockage in the system caused by sludge. He explains to Mr A blockages aren't usually covered by insurance policies. The engineer then calls someone for advice on how to move forward and he mentions "it should have been picked up on before". I believe at this point he is referring to the sludge in the boiler. Mr A asks what that means for him and the engineer explains the system needs to be flushed through and that can be quite costly depending on which company is used. The engineer does suggest, in his opinion, the gas valve probably wasn't needed as the main issue with the boiler appears to be the circulation issue.

The report Mr A has provided suggests the problem with the boiler could've been with the pump or the fan, something different again. It then goes on to say problems can be hard to diagnose but suggests the boiler was repairable. However, I'm mindful that this wasn't the action that was taken.

Having considered everything, I'm not persuaded the actions IPA took to attempt to fix the boiler were unreasonable. Each engineer that visited, assessed the boiler and made their own determination as to what they thought was the best action to take in order to attempt to fix the issue. Having reviewed the notes from those visits I can see that various tests on the system were made to attempt to find and resolve the issue. And I don't think it was unusual for different parts to be replaced to help find the fault. Mr A's boiler was 17 years old and no longer being manufactured, so it's understandable that parts for it were difficult to source and find.

I'm mindful the last engineer said he didn't think the gas valve and wiring harness were needed, however it appears this was said in hindsight. The visit notes suggest the parts were fitted but didn't solve the issue and the audio recording seems to be from later in the visit when the engineer is explaining what he now thinks the issue is.

I've considered what the impact on Mr A would've been if the engineer had identified the sludge in the system earlier and had not ordered the gas valve and wiring harness.

Having looked at the policy, I can see it doesn't provide cover for any repairs or actions needed to resolve sludge in the system. So this is still action Mr A would have had to pay for himself, to get his boiler working correctly. Mr A did have use of the boiler, and he explained in the recording it was sufficient for his needs even though it wasn't working as it should. I'm also mindful of the fact Mr A didn't choose to undertake the further repairs needed, instead he chose to replace the boiler some months later. So, I'm not persuaded in this instance, even if the issue with the sludge could've been identified earlier Mr A was disadvantaged by the delay in the parts being available.

Having reviewed the cost of the parts that were fitted to Mr A's boiler I'm satisfied it met the criteria to then be declared BER under the policy. It's arguable IPA could've declared the boiler BER at an earlier time, before the gas valve and harness were ordered, depending on what purchase price they used for a comparable boiler. However, this wouldn't have changed the position Mr A found himself in. He would still have needed to pay for a power flush or purchase a new boiler. The fact that IPA used a higher priced boiler as a comparison, meant a further repair was attempted. And in the circumstances, I think it was in Mr A's interest to wait to see if the gas valve and wiring harness fixed the issue.

Having considered everything, I don't think IPA did anything wrong here. It made attempts to repair and fix Mr A's boiler as required under the policy. While I appreciate it took sometime to diagnose the likely main fault with the boiler, Mr A was kept updated and I don't think he was disadvantaged by this. The policy also doesn't cover the cost of repairs or actions needed to remove sludge in the system or does it cover the cost of a new boiler as Mr A has requested.

My final decision

I reject Mr A's complaint against Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 27 May 2020.

Alison Gore
Ombudsman