

## The complaint

Mrs R complained about the settlement value and handling of her claim under her home insurance policy with Inter Partner Assistance SA (“IPA”).

## What happened

Mrs R had home emergency cover with IPA as part of her home insurance policy. When Mrs R discovered her boiler was leaking and she had no hot water or heating, she made a claim to IPA.

IPA said it had fixed the boiler, but five days later Mrs R reported further leaks. IPA’s contractor diagnosed the issue and identified a part needed replacing. An engineer attended three days later to complete the repair. When the engineer re-started the central heating, he identified two further leaks. He fixed one leak, but the other was part of the “condensate run” which IPA said wasn’t covered by the policy, so the engineer left a warning sticker on the boiler as further remedial work was required.

As IPA wouldn’t cover the repairs, Mrs R had her own engineer attend and he said that the boiler was beyond economical repair. She had a new boiler installed at a cost of £1,850 which she thinks IPA should pay.

IPA spoke to Mrs R’s engineer who said, IPA’s engineer had used excessive force that had caused other damage and he had broken the pipe from the condensate trap which went into the wall. Mrs R’s engineer indicated the damage was caused by IPA’s engineer’s lack of competence.

IPA said it wouldn’t cover the costs of the boiler. It said a clause in the policy stated *“if in the opinion of our authorised contractor, we are unable to repair your boiler/hot water system, we will pay you £500 incl. VAT towards buying a replacement. This can be claimed on a Reimbursement Basis within 90 days of our attendance at your home.”* So, IPA offered Mr R the £500, and a further £200 compensation for distress and inconvenience caused.

Our investigator upheld the complaint. He thought evidence provided by Mrs R was persuasive that IPA’s engineer had caused the damage and didn’t think the clause IPA considered was relevant in this scenario. So, he asked IPA to pay the cost of the boiler. IPA disagreed, so the complaint has been referred to an ombudsman.

## 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.

IPA has said it wouldn’t cover the full cost of the boiler due to the clause stated in the contract. I’ve reviewed whether I think this is fair, as Mrs R’s engineer has given a testimony saying that significant damage to the boiler was caused by IPA’s engineer.

I have started by considering what IPA and its engineer said on one aspect of the damage

and find their testimonies to be contradictory. IPA issued a final response which included a statement saying, *“found that the condensate discharge pipe was dripping, cracked, brittle and in need of replacement”*. In other words, it said this damage existed when its engineer arrived on site. Whereas, later IPA’s engineer said, *“we have assessed the repairs required for the condensate which we take full responsibility for this and this repair would cost around £85”*. I think this shows IPA’s engineer took responsibility for causing the damage, which contradicts what IPA said. Mrs R also provided before and after photos of the pipe, showing the damage that had been caused by the visit of IPA’s engineer.

When Mrs R’s own engineer examined the boiler, he said it was uneconomical to repair. He provided a video and a testimony to explain the damage. He diagnosed that the return manifold was split, due to excessive force having been applied by IPA’s engineer on the pressure release valve (PRV), the condensate trap had split and there was a fault with the expansion vessel.

IPA said *“I contacted [Mrs R’s engineer] and he advised that [our engineer] had put excessive force on to the nut holding the PRV in place. In trying to get the nut off, [Mrs R’s engineer] advised that [our] engineer had put excessive force on to the nut and in trying to get it off had caused the breakage and had also broken the pipe from the condensate trap which goes into the wall”*.

IPA’s final response didn’t argue against what Mrs R’s engineer had said about IPA’s engineer causing the damage through excessive force. It’s only later, that IPA’s engineer has argued that it didn’t cause the damage. Because of this contradiction, along with the earlier contradiction, I don’t find the testimonies of IPA or its engineer to be persuasive. I think Mrs R’s engineer has provided a more persuasive testimony which was accompanied by a video to support his view. IPA had the opportunity to comment on this and reject in its final response but chose not to. Therefore, I think the description of events provided by Mrs R’s engineer to be the most likely account of what’s happened. Therefore, I think IPA’s engineer probably caused the damage to the boiler. If this hadn’t happened, I don’t think the boiler would’ve needed replacing.

IPA has cited a clause in the policy that caps its liability to £500. However, I don’t think this is relevant in this scenario. The clause covers work it can’t repair when it carries out a home emergency visit. However, as I think its most likely IPA’s engineer caused the damage that made the boiler uneconomic to repair, then I think its reasonable that IPA cover the cost of the replacement boiler. Therefore, I uphold this aspect of the complaint, IPA should pay these costs on the presentation of valid receipts.

Mrs R didn’t think her complaint was handled well. IPA has agreed offering Mrs R £200 in compensation for the distress and inconvenience caused to her. I think this is reasonable for the distress and inconvenience she has suffered with the frustration of receiving inaccurate information from IPA’s contractors and the time it has taken to arrange her own contractor to rectify her lack of heating and hot water.

### **My final decision**

My final decision is that I uphold this complaint. I require Inter Partner Assistance SA to pay Mrs R:

- The cost of the replacement boiler (on production of valid receipts). Note the £200 compensation IPA offered still needs to be paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 13 October 2021.

Pete Averill  
**Ombudsman**