

The complaint

Mr C complains about Inter Partner Assistance SA (IPA) under the home emergency cover provided as part of a packaged bank account. Mr C is unhappy that IPA declined his claim in respect of a problem with his central heating.

This decision only relates to the home emergency cover from IPA as part of the packaged bank account, it doesn't cover the bank account or the bank that provided it to Mr C, which was the subject of a separate complaint to this service by Mr C.

What happened

In December 2020 Mr C returned home to find that he couldn't turn on his central heating. Mr C contacted IPA, who said they would try to get an engineer to visit on the same day. However, the first contractor they engaged didn't attend on the day, but a second contractor did send an engineer the following day.

Mr C said that the engineer told him that his boiler needed a gasket replacing, but that he didn't have the necessary parts. In his subsequent job card, the engineer noted that the boiler was sparking but not igniting the gas. The card also stated that the boiler had never been stripped down and serviced, recommending a full strip down and service of the boiler heat exchanger. IPA said that unless Mr C could provide a boiler service record, they wouldn't cover the repair as the issue was the result of a lack of maintenance, an exclusion under the policy. Mr C then engaged an engineer from the boiler manufacturer, who inspected the boiler and diagnosed a different fault. The engineer fixed the problem.

Unhappy at having his claim declined and being without heating or hot water until he was able to engage his own engineer to resolve the issue, Mr C complained to IPA.

IPA partially upheld Mr C's complaint. In their final response letter, they confirmed their decision not to cover Mr C's claim as the boiler issue was due to a lack of maintenance. IPA added that they would require an independent report or a boiler service report to review their decision to decline Mr C's claim. But IPA acknowledged Mr C had to contact them several times to find out what was happening. They offered Mr C £50 in compensation for the distress and inconvenience caused.

Mr C then complained to this service. He was unhappy at the service he'd received from IPA, including that they hadn't contacted him when they said they would. He didn't feel that the IPA engineer had properly understood the problem with the boiler, so he'd had to get an engineer from the manufacturer to repair the boiler (for a different fault to that diagnosed by the IPA engineer). Mr C said that as a result he was left without heating or hot water for 20 days in winter, making the property uninhabitable.

Our investigator didn't uphold Mr C's complaint. He concluded IPA hadn't acted unfairly in declining the claim because of a lack of maintenance to the boiler. He also thought IPA acted reasonably in sending an engineer the day after Mr C reported the problem and telling him the same day that they wouldn't be accepting his claim, so IPA weren't responsible for Mr C

being without heating or hot water. The investigator also thought IPA's offer of £50 compensation was fair.

Mr C disagreed with the investigator's conclusions and requested an ombudsman review the complaint. He remained unhappy that IPA's engineer hadn't solved the issue with his boiler - had he been familiar with his make of boiler he would have done so. Mr C also thought the boiler fault wasn't related to whether his boiler had been serviced and that the policy terms and conditions (used to decline his claim) were unfair.

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.

My role here is to decide whether IPA has acted fairly towards Mr C.

The main elements of Mr C's complaint are that IPA didn't provide the service to him they should have done and didn't properly diagnose the boiler issue. Mr C is also unhappy at IPA's decline of his claim on the grounds of a policy exclusion for lack of maintenance.

In considering the first point, it's important to note that we aren't heating engineers, so we rely on reports and other evidence from any engineers or other experts. I've seen the IPA engineer job card, which refers to the recommendation of a strip down and service. Mr C says he was told that a gasket needed replacing, but that the engineer didn't have the part. I would expect the IPA engineer to have given his professional opinion on the issue and what he recommended. I've also seen evidence of the contractor firm being professionally registered, so I would expect their engineers to be appropriately qualified.

While Mr C's engineer diagnosed a different issue and got the boiler working, it doesn't include a view on what the cause of the issue was (whether it was due to a lack of maintenance or some other cause). And while I understand Mr C's view that his own engineer's diagnosis indicates IPA's engineer should have been able to fix the boiler, I can't conclude that this means the IPA engineer wasn't qualified for the role.

On the second point, the decline of the claim, IPA referred to a lack of maintenance as the reason for decline of the claim. Having read the terms and conditions of the home emergency section of the policy carefully, I can't see any specific reference to [lack of] maintenance as an exclusion. However, there is reference under a heading *General conditions applying to Your policy* that states:

"You must keep all buildings and all the property covered in good condition and repair."

While this doesn't specifically refer to maintenance, I don't think it's unreasonable to interpret it to include keeping something properly maintained, such as a boiler.

IPA also said that if Mr C was able to provide an independent report or boiler service report, they would review their decision. On the first of these points, Mr C told us that, having contacted the manufacturer whose engineer was engaged by Mr C, they weren't able to provide a clear cause of the boiler fault (whether it was caused by lack of maintenance or other issue).

On the second point, I've not seen any evidence about Mr C's boiler being serviced, though the report from IPA's engineer states that a full strip down service had never been carried out. I've noted what Mr C told us about the fault not being related to whether the boiler had

been serviced. However, I don't think it was unreasonable for IPA to have asked for an independent report or boiler service record for them to review their decision to decline Mr C's claim. Boiler manufacturers (including the manufacturer of Mr C's boiler) recommend regular inspection and servicing (maintenance) to ensure the safe and efficient operation of boilers.

Taking all these factors into account, I've concluded that I don't think it was unreasonable for IPA to decline Mr C's claim.

On the question of the level of service provided to Mr C by IPA, I've noted that while the first engineer didn't attend as scheduled, the second attended the following day. While unable to fix the problem, I don't think this timescale was unreasonable, at what was likely to have been a busier time of year. IPA recognised Mr C had to contact them several times to find out what was happening and offered £50 in compensation. Mr C also told us that IPA reimbursed him for portable heating (£36.99) that he bought. In the circumstances, given my conclusion about their decline of his claim not being unreasonable, I think this is fair.

My final decision

For the reasons set out above, my final decision is that I don't uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 1 November 2021.

Paul King
Ombudsman