

The complaint

Ms W complains that following a claim made under her home emergency policy, an engineer sent by Inter Partner Assistance SA (“IPA”) caused further damage to her boiler.

What happened

Ms W contacted IPA In February 2021 to report that her boiler was leaking. A contractor was sent out and located the leak. A few days later the boiler was repaired and left in good working condition.

However, the day after the repair took place, Ms W contacted IPA again because the boiler had stopped working. A contractor was sent out and found that the fault was with the Printed Circuit Board (PCB) which had failed and needed to be replaced.

IPA calculated the cost of repair but said that based on that cost and the age of the boiler, it was beyond economical repair. Ms W was unhappy about this and said that IPA’s engineers had caused the damage which led to the PCB failing. She made a complaint to IPA about this, providing evidence from her own engineer to support her claim.

IPA considered the complaint and said that its engineer hadn’t opened the PCB housing, so couldn’t have caused it to fail. Ms W disagreed and said the engineers were the only ones who had worked on the boiler, so she referred her complaint to this service.

Our investigator considered the complaint and didn’t think it should be upheld. She said there wasn’t any evidence to show the PCB had come undone as a result of work carried out by IPA’s engineers.

Ms W didn’t agree with our investigator’s assessment, so the complaint has now come 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’m afraid I won’t be upholding this complaint. I’ll explain why.

Ms W says the boiler stopped working after it had been repaired, when she pressed the button on the front of the boiler. She’s provided evidence from her own engineer which says the user interface circuit board had been pushed on to the main circuit board when the button was pressed, causing the circuit boards to short out.

I’ve considered this, alongside evidence from IPA about the jobs that were carried out by its engineers. The first job carried out was on 10 February, when the hydro block was replaced as it had been found to be leaking during a previous inspection. On 12 February the engineer found that the PCBs had indeed come into contact with each other and shorted out.

The engineer’s comments, however, suggest that the PCBs may have come loose when the

button was pressed too hard, pushing the PCBs together. It was also suggested that this may have been done in frustration by the customer, due to there having been several problems with the boiler. There are further notes to suggest that other repairs had been carried out on the boiler in the previous year, so it's possible that other engineers had also worked on the boiler.

Whilst IPA cannot provide evidence that the damage was caused by either the customer or a third party, I also don't consider that Ms W's engineer has been able to demonstrate that IPA's engineers caused the problem.

But I'm more persuaded by the information I've seen which indicates that the PCB housing wasn't opened by IPA's engineers during the first two visits. I think this is plausible as the work that was carried out was replacement of the hydro block, which was not related to the PCB. So I think it's unlikely the engineers opened the PCB housing before it failed. In light of this, there's not enough evidence that IPA has acted unfairly, so I won't be requiring it to compensate Ms W for the cost of her new boiler and any related costs.

I'm sorry to disappoint Ms W, as I know this isn't the answer she's hoping for. IPA has offered an amount towards the new boiler which it's said she's entitled to under her policy. So if she can provide it with an installation report and an invoice on letter headed paper then they should be able to assist her further.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 16 June 2022.

Ifrah Malik
Ombudsman