

The complaint

Mr C complains about Inter Partner Assistance SA (“IPA”) regarding its advice about his boiler. He wants IPA to reimburse him for the replacement boiler he bought which he believes was unnecessary.

What happened

Mr C held home insurance with IPA. This included home emergency cover.

On 20 November 2020 Mr C’s boiler failed and his young family was left without heating and hot water.

Mr C reported this to IPA and IPA sent a heating engineer to his home that afternoon.

The engineer diagnosed that the gas valve needed to be replaced. He advised Mr C that he did not have the part and would need to source a replacement. He explained that he expected to get this by the beginning of the next week and would then return to fit the part. The engineer left two electric heaters for the weekend.

On 23 November 2020, after the weekend, Mr C chased IPA to find out when the repair would be completed.

IPA’s agent told Mr C that the part for his boiler, which was 23 years old, could not be sourced and so the boiler was deemed to be beyond economic repair. The agent confirmed that Mr C would have been covered for repair if the part was available, but as it was not no cover would be provided.

Mr C spent time contacting alternate heating engineers and was able to get a replacement boiler installed on 25 November 2020, restoring heat and hot water to his home.

On 26 November 2020, IPA’s contractors contacted Mr C to advise that they had been able to obtain the part and so could now carry out the repair.

Mr C was upset as he had replaced the boiler at a cost of nearly £2300 in the belief that the previous boiler was not repairable. He submitted a complaint to IPA.

IPA responded to his complaint. It upheld his complaint and apologised that he had been wrongly advised. IPA offered Mr C £367.00 as a goodwill gesture to reflect the cost of the part. IPA declined to reimburse the cost of the replacement boiler.

Mr C was unhappy with this and he contacted us. He thinks that IPA giving him the wrong advice meant that he bought a replacement boiler when this was unnecessary and at a time when he would not have chosen to incur such expense. He thinks that IPA ought to pay for the cost of the replacement boiler.

Our investigator did not uphold Mr C’s complaint. She considered that IPA would have been entitled to treat the boiler as beyond economic repair in any event, and that Mr C would have had to replace the boiler at some stage as it was by that time 23 years old. She considered

that the offer from IPA was reasonable to reflect the failings in service and did not recommend that IPA do anything further.

Mr C did not accept that view and asked for an ombudsman decision.

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 understand Mr C's feelings and his explanation for why he feels that the whole cost of the boiler should be reimbursed. He is understandably upset that he had to spend a substantial amount at that time, when he could have instead had a repair a short time later.

There is no dispute here about the facts, nor that IPA did wrongly advise Mr C that the part was not available.

The issue remaining here is about what that meant for Mr C, and what would have happened if the mistake had not taken place.

As my colleague explained, IPA has provided us with evidence that the boiler was 23 years old and had not been serviced for 2 years at the time of break down. IPA has also demonstrated that, because of its age, replacement parts were becoming disproportionately expensive, relative to the value of the boiler.

I cannot see what the value of the boiler was at the time, but IPA asserts that the replacement part would have exceeded 85% of the value of the boiler.

On this basis, the policy terms meant that IPA would have been able to treat the boiler as beyond economic repair, or otherwise outside of cover because it had not been serviced in line with manufacturer directions.

In any event, due to the age of the boiler, it would likely have suffered further breakdown due to degradation of parts in the near future – at which time it would likely have been deemed beyond economic repair.

Consequently, I cannot conclude that Mr C needed the new boiler as a consequence of IPA's wrong advice, and I agree with my colleague that the cost of a new boiler was not a financial effect of the wrong advice. It is likely that Mr C would have needed a new boiler soon in any event, and Mr C would have had to bear the expense of a new boiler at that time.

That said, it appears that the boiler could have been repaired in November 2020, and if it had been, Mr C could have chosen replaced the boiler with less urgency, maybe at a more convenient time, and under less pressure due to being in a lockdown at home, in increasingly cold weather.

I therefore consider that there was an effect on Mr C from the wrong advice, and that he was prompted to buy a replacement boiler earlier than he otherwise would have done, and so this caused him some inconvenience.

I think that IPA has acknowledged this and has made a reasonable offer of compensation to reflect Mr C's distress and inconvenience. It offered £367 in recognition of the part that ought to have been replaced.

I think this offer is reasonable and is in line with other awards we would make in similar circumstances. I therefore agree with the investigator's view and do not ask IPA to do anything further. I appreciate that this will be disappointing to Mr C, but I hope it explains clearly my reasons.

My final decision

For the reasons given above, I do not uphold Mr C's complaint and do not ask Inter Partner Assistance SA to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 15 June 2022.

Laura Garvin-Smith
Ombudsman