

The complaint

Mr H and Mrs Y complain about Inter Partner Assistance SA (IPA) under the home emergency cover provided as part of their home insurance policy. They are unhappy at how IPA responded to a problem with their boiler.

This decision covers Mr H and Mrs Y's complaint about IPA as the provider of home emergency cover, not the rest of the home insurance policy, provided by a separate insurer.

What happened

In November 2021 Mr H and Mrs Y called IPA because their boiler had stopped working intermittently, leaving them without heating or hot water. A fault code came up on the boiler's display when this happened and they had to reset the boiler frequently to get it working,

IPA sent an engineer to inspect the boiler, but couldn't diagnose the problem definitively, but based on his experience ordered a new sensor which he thought was causing the problem. The boiler was working after the inspection. A second engineer attended three days later to replace the sensor. But after it was replaced Mr H and Mrs Y found the boiler stopped working again and resetting it didn't get it working again. Mr H and Mrs Y believed that replacing the sensor had damaged the boiler.

The second engineer told Mr H and Mrs Y that two further parts would need to be ordered, but IPA then decided the boiler was beyond economical repair. Mr H and Miss Y sourced their own engineer to replace the boiler, which took six days from the second IPA engineer visit. The replacement boiler cost £1,749. IPA offered £500 towards the cost of the replacement boiler and compensation of £75 for the inconvenience to Mr H and Mrs Y.

Mr H and Mrs Y weren't happy at IPA's offer, so complained. IPA responded to the complaint through a Summary of Resolutions letter indicating they considered the matter settled (based on the offer to Mr H and Mrs Y).

Mr H and Mrs Y then complained to this service. They were unhappy at IPA's offer, believing they should cover the full cost of the replacement boiler because they thought IPA were responsible for the boiler completely stopping working. Mr H and Mrs Y said that while their boiler was working intermittently and needed resetting frequently, it only completely stopped working after IPA had attended and replaced the sensor.

Our investigator didn't uphold the complaint, concluding IPA didn't need to take any action. He thought it reasonable the first engineer diagnosed an issue with the sensor, based on the error code. He also thought it reasonable for IPA to reassess the problem with the boiler after the second visit and conclude it was beyond economical repair (as the estimated costs of repair were likely to exceed the £1,000 policy limit for a claim). In those circumstances, he concluded IPA acted in accordance with the policy terms and conditions in offering £500 towards the cost of a replacement boiler. The investigator also thought IPA's offer of £75 compensation wasn't unreasonable. He also thought the need to reset the boiler frequently indicated it was likely only a matter of time before it stopped working altogether.

Mr H and Mrs Y disagreed with the investigator's conclusions and requested an ombudsman review the complaint. In doing so, they made two main points. First, that the same error code appeared after the sensor had been replaced and at that point the boiler stopped working completely (which indicated the sensor wasn't the issue – if it was, then replacing it would have solved the problem). Second, if the engineer had diagnosed the problem properly (by checking other parts of the boiler) they would have diagnosed the issue.

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 H and Mrs Y.

The main element of Mr H and Mrs Y's complaint is that IPA didn't diagnose the problem with their boiler properly. And that replacing the sensor caused the boiler to stop working completely (and wasn't the issue, because had it been then replacing it would have got the boiler working again). They also, secondly, think that IPA should have diagnosed the issue properly, by checking other parts of the boiler. For their part, IPA say their engineer followed the right process when inspecting the boiler and replacing the sensor. They also maintain they acted in accordance with the policy terms and conditions in deeming the boiler to be beyond economical repair and offering £500 towards the cost of a replacement boiler.

I've considered both views carefully, together with the information and evidence provided (including details of the job sheet from the IPA engineers). Having done so, I've concluded IPA have acted fairly and reasonably towards Mr H and Mrs Y. I know they'll be disappointed with my conclusion, so I'll set out why I've come to that view.

Looking at what happened, it's clear there was a problem with the boiler from the error code and Mr H and Mrs Y having to reset it frequently to get it working again. From the case notes and information on the jobs provided by IPA, on the first visit the engineer checked the first suggested solution for the error code displayed on the boiler and diagnosed it wasn't the problem. Replacing the sensor was the second suggested solution, which was carried out on the second visit. But the error code remained, and the boiler stopped working.

I've considered Mr H and Miss Y's view that as the error code was still present after replacing the sensor – and the boiler stopped working completely – this meant IPA were responsible for the boiler stopping working. So, they should pay for the cost of the replacement. But I don't agree. The engineer followed a reasonable process in trying to diagnose the problem. Nor do I think replacing a sensor of itself was likely to have damaged the boiler. Information from IPA on the make and model of boiler indicates it was produced between 2004 and 2008, so would have been at least 13 years old at the time of the incident. The error code and need to reset the boiler frequently also indicates a problem.

The records indicate the boiler manufacturer was consulted, but the suggested next step wasn't possible due to an inability to remove a cover because of worn screws. Having replaced the sensor, IPA then looked to replace further parts. Given this, I don't agree with the second of Mr H and Mrs Y's issues, that IPA should have checked further parts to identify the problem, because what I've said indicates that they did look at further potential solutions and replacement of parts.

However, as the parts would have cost more than the £1,000 policy limit for the cost of repair in any one claim, the boiler was deemed beyond economical repair. In the circumstances, I don't think this was unreasonable, given the policy terms and conditions state:

“We will organise and pay up to £1,000 per claim including VAT, call out, labour, parts and material to carry out an emergency repair.”

Having reasonably concluded the boiler was beyond economical repair, IPA offered £500 towards the cost of a replacement. Again, looking at the policy terms and conditions, under a heading *Boiler and Heating System – Beyond Economical Repair* it states:

“What is covered

If our authorised contractor is unable to repair, or it is uneconomical to repair your boiler/hot water system, we will pay you £500 inc. VAT towards buying a replacement boiler or heating system.”

Based on this, I've concluded IPA acted fairly in applying the policy terms by offering £500 towards the cost of the replacement boiler. I don't agree with Mr H and Mrs Y that IPA should pay for the full replacement cost of the boiler. Its age and clear indications of a problem suggest it may have been nearing the end of its useful life – I've also not seen evidence that it was regularly serviced or otherwise maintained before the problem arose.

I've also considered the issue of compensation. IPA offered £75 compensation for the inconvenience caused from the boiler stopping working (before it was replaced). While Mr H and Mrs Y haven't specifically raised this aspect, I've considered whether it's fair and reasonable (in addition to the £500 contribution to the cost of the replacement boiler). While there clearly was inconvenience in the time between the boiler stopping working completely to its replacement, given what I've concluded that IPA can't be held responsible for that, then I think their offer of £75 is reasonable in the circumstances.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs Y to accept or reject my decision before 14 June 2022.

Paul King
Ombudsman