

## The complaint

Mr D complains that Inter Partner Assistance SA (IPA) says his old central heating boiler was beyond economic repair and has only offered to pay him £250 towards the cost of a replacement under his home emergency insurance policy.

References to IPA include the agents it used in connection with Mr D's claim.

## What happened

Mr D notified IPA of a problem with his boiler in August 2021. IPA says its engineer reported a fault with the pump and heat plate exchanger. I understand the engineer told Mr D it would cost over £1,000 to repair his boiler and meant it was beyond economic repair under his home emergency insurance policy.

Mr D has complained to IPA about this. He says IPA's engineer just googled the fault code the boiler was showing, did no investigation work on it and then wrote it off. And he doesn't think IPA's offer to pay him £250 towards the cost of a new boiler is fair.

IPA didn't uphold Mr D's complaint and so he brought it to us. The investigator who looked at it didn't think IPA had acted unfairly in relying on the findings of its engineer that the boiler was beyond economic repair. And he thought IPA's offer of £250 was in line with the terms and conditions of Mr D's policy.

Mr D disagrees. He reiterates that the engineer who came to look at the breakdown did no work on the boiler and didn't investigate the error code.

Mr D has also complained to us about how his boiler was serviced over the years. For the avoidance of doubt, my decision here is *only* about his complaint about his claim following the boiler breakdown.

## 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 think the offer IPA has made of £250 to settle Mr D's claim is fair. I know this will disappoint Mr D but I hope the reasons I'm about to give help him to understand why I've reached this conclusion.

Mr D's home emergency insurance policy includes cover for his main heating system and for the repair or replacement of his boiler. It says if, in IPA's opinion, Mr D's boiler is beyond economic repair, it will contribute a maximum of £250 towards the cost of Mr D replacing it with a new boiler. It says the boiler is beyond economic repair where the cost of repairs exceeds the current value of Mr D's boiler, taking into consideration its age and condition, or where spare parts aren't readily available. Mr D's policy also says Mr D can get the £250 contribution if he gives IPA a copy of his receipt for the replacement boiler within 60 days of the call out.

As I've noted, IPA says its engineer reported a fault with the pump and heat plate exchanger on Mr D's boiler that made it beyond economic repair. Mr D disputes this. Again, as I've noted, Mr D doesn't think IPA's engineer carried out a "proper" investigation of the boiler breakdown. Mr D also told our investigator that the engineer who fitted the new boiler didn't see why the old one couldn't be repaired.

My role isn't to decide if Mr D's boiler was beyond economic repair. It's to decide if IPA has acted fairly and reasonably in declaring it as such. Mr D hasn't given us any expert evidence from an engineer to support his view that IPA's decision was wrong. Mr D has told our investigator he didn't do this because it was hard to get an engineer out at the end of a Covid lockdown and there was a four or five week wait for an appointment. Mr D also didn't get a written report from the engineer who, when fitting his new boiler, told him he saw no reason why the old one couldn't be repaired.

Because Mr D hasn't got his own expert evidence, there's very little to suggest IPA's engineer's findings were unfair and unreasonable. Mr D isn't an expert and so, while I've considered what he's said carefully, it isn't enough for me to conclude IPA has acted unfairly and unreasonably in relying on its expert's findings that his boiler was beyond economic repair.

The terms and conditions of Mr D's policy where a boiler is beyond economic repair are clear. The most IPA is required to contribute to the cost of a replacement boiler is the amount it has already offered Mr D – which is £250. I attach to this decision a copy of the invoice Mr D has sent us for the installation of the new boiler, which I understand IPA has asked to see before it makes the payment of £250.

### **My final decision**

Inter Partner Assistance SA has offered to pay Mr D £250 to settle his complaint and I think this offer is fair and reasonable in all the circumstances.

So my decision is that Inter Partner Assistance SA should pay Mr D £250.

Inter Partner Assistance SA must pay the compensation within 28 days of the date on which we tell it Mr D accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.\*

\*If Inter Partner Assistance SA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr D how much it's taken off. It should also give him a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 11 May 2022.

Jane Gallacher  
**Ombudsman**