

## **The complaint**

Mr P complains about Inter Partner Assistance SA's handling of a claim he made after his hot water boiler broke down.

## **What happened**

Mr P has a home emergency insurance policy underwritten by Inter Partner Assistance SA (IPA). He made a call to IPA on 4 August 2021 after his boiler broke down, meaning he had no hot water or heating.

IPA's engineer attended the next day. He said the heat exchanger in Mr P's boiler was blocked. And after water tests were carried out, IPA informed Mr P they wouldn't be carrying out any repairs because the issue had been caused by sludge and was therefore excluded by the policy terms.

Mr P had his own engineer inspect the boiler. He agreed that the heat exchanger was blocked but said this wasn't down to sludge.

After Mr P reported this to IPA, they sent another engineer. Mr P says he took a water sample from the bottom of a radiator and the results wouldn't therefore indicate whether the boiler was blocked by sludge or not.

When IPA maintained their position and said they wouldn't pay for the necessary repairs, Mr P complained to IPA.

In October 2021 IPA admitted their diagnosis of the problem with the boiler was wrong – and that the repairs should have been covered under the policy.

They paid Mr P the cost of the repairs (£575), the maximum payment for alternative accommodation under the terms of the policy (£200) and compensation for Mr P's trouble and upset (£200).

Mr P wasn't happy with this and brought his complaint to us. He says he had to stay in alternative accommodation for more than two months, until IPA agreed to pay for the repairs, at a cost of around £2,700.

He says he lost earnings (£260) because he had to take time off work to deal with the issue with his boiler. And he says his travel costs increased by £5 per day for the period he was in alternative accommodation. He thinks IPA should pay him a further £3,300 to cover the costs he incurred as a result of their mistake.

Our investigator looked into it and didn't think IPA needed to do anything more to put things right for Mr P.

Mr P disagreed and asked for a final decision from an ombudsman.

## 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.

There's no dispute here about the error IPA made in refusing the claim based on their engineers' inspections in early August 2021.

The remaining issue is about how much IPA need to pay Mr P to cover the costs he incurred as a result of their misdiagnosis of the problem with the boiler.

IPA admit they made an error. And it's right they should pay any costs Mr P reasonably incurred as a result of that error. It's also right that they should not have to pay for any costs incurred *unreasonably*, which might have been easily mitigated at no inconvenience to Mr P.

Mr P's own engineer correctly diagnosed the problem with the heat exchanger in the boiler almost immediately after IPA's engineer's first visit in early August 2021. The cost of the repairs was £575.

The immediate and obvious question was why Mr P incurred more than two months' of alternative accommodation costs (and additional travel costs) – presumably aware that his policy allowed a maximum of £200 – rather than get the boiler fixed straight away and continue the discussion with IPA about who should pay for it afterwards.

In response to our investigator's view on the case, Mr P has said that he couldn't afford to get the repairs done at the time. The implication being that he couldn't have the work carried out until IPA paid for it. And so, the work on the boiler wasn't carried out until October 2021 – after IPA admitted their error and paid Mr P the cost of the repairs (and a further £400). Only then, according to Mr P's account, was he able to move back into his home.

Mr P has provided copies of documents which he says are receipt and/or invoices for the alternative accommodation costs – amounting to £2,700 in total. They reflect payments made for £900, on 6 August 2021, and £1,800, on 20 August 2021.

It's difficult to see how Mr P couldn't afford £575 for the repairs to his boiler on 5 August 2021 – or at any time until October 2021 – but has paid out £900 for alternative accommodation on or around 6 August 2021 – and £1,800 a few weeks later.

So, I'm satisfied the evidence provided by Mr P himself shows that the costs he incurred for alternative accommodation weren't reasonably or necessarily incurred. And I'm not going to require IPA to pay them. Mr P could have had the boiler fixed immediately. If so, he would have needed at most one or two days' alternative accommodation, if any. And IPA have paid him the policy limit of £200.

Mr P says he lost earnings (£260) due to IPA's mistakes. He's provided what he says is a copy of a letter from his employer to confirm that.

Mr P's boiler broke down. He had to take time off work (I assume he has a zero hours contract, without any provision for leave) as result of that. IPA didn't cause the boiler to break down. I don't have any evidence to suggest Mr P had to take additional time off as a result of IPA's initial error in diagnosing the fault with the boiler.

In summary, I'm satisfied that IPA's response to Mr P's complaint to them and the payments they made to Mr P – totalling £975 – were entirely fair and reasonable. I'm not going to require IPA to do anything more to put things right for Mr P.

**My final decision**

For the reasons set out above, I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 27 July 2022.

Neil Marshall  
**Ombudsman**