

The complaint

Miss G complains about the service she received from Inter Partner Assistance SA after she claimed for a boiler repair under her home emergency policy.

What happened

Miss G has a home emergency policy, which is provided by Inter Partner Assistance SA (IPA).

At the end of November 2021, Miss G's boiler broke down. So, she contacted IPA to claim under the policy and asked it to assist her with a boiler repair. IPA it sent an engineer to Miss G's home address. The engineer's visit took place on 29 November 2021.

Miss G said that, during the engineer's visit, they opened the boiler and sprayed it with an excessive amount of WD40. She said that, while doing so, some of the WD40 was sprayed onto a family member's jacket permanently staining it.

Miss G said the engineer wasn't able to get her boiler working again and told her to wait to hear further from IPA. She said she was left with no central heating and she chased IPA for an update on her repair claim after not hearing from it for several days. She said IPA informed her that her claim had been closed. The claim was then reopened but this caused a delay in the claim being progressed.

IPA informed Miss G that she'd need to provide documents confirming that the boiler had been appropriately serviced because the engineer had raised concerns about its condition. As she'd recently purchased her house, Miss G didn't have documentation about the history of the boiler. So, she had to contact her conveyancer to request service records. But they weren't provided to Miss G until 10 January. This caused a further delay, of around a month.

When Miss G provided the requested documents to IPA it wasn't happy with the service document. It stated that there was no date on the document and the serial number appeared to have been altered. It also said the servicing engineer wasn't qualified to service boilers as they'd had their licence revoked. So, it asked her to obtain a report from an independent engineer confirming the condition of the boiler and whether it was beyond economic repair.

Miss G instructed a company, which I'll refer to here as "G", to inspect and provide a report about the condition of her boiler. G sent an engineer to Miss G's home who reported that the boiler was over 20 years old and damaged beyond economic repair. It said the fan and other components needed to be replaced together with the casing, which was corroded. When Miss G provided the engineer's report to IPA it accepted the content and offered a contribution of £500 towards the cost of a new boiler.

Miss G said that, during the time that her boiler was broken, her doors warped and some of her radiators corroded due to leaks. She complained about this, the service she received and the stain on her father's jacket to IPA.

IPA investigated Miss G's concerns, but it didn't uphold her complaint about the doors warping, radiators corroding, or jacket being stained. It did, however, acknowledge that there had been delays in the claim being dealt with as a result of the claim being closed in error. And it offered Miss G £50 compensation to recognise the trouble and upset this had caused.

Being dissatisfied with IPA's response to her complaint, Miss G referred it to our service. To resolve her complaint, Miss G told our investigator that she wanted IPA to replace the warped doors, stained jacket, corroded radiators and the boiler.

Our investigator empathised with Miss G about what had happened. But they didn't recommend upholding her complaint. They didn't think there was enough evidence to show that the jacket had been damaged by IPA's engineer and didn't accept the delay in the claim progressing had caused damage within Miss G's home. They thought IPA had acted fairly in offering a contribution of £500 towards the cost of a new boiler in line with the policy and that the £50 compensation it had offered to resolve the complaint was fair and reasonable.

IPA accepted our investigator's view of Miss G's complaint and confirmed that the £500 contribution offer remained open. However, Miss G rejected our investigator's recommendation. So, I've been asked to decide the fairest way to resolve this complaint.

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 is to decide the crux of the complaint and ensure that I respond to the main issues. Where I haven't commented on a specific complaint point raised by Miss G or IPA it's not because I've failed to consider it, but because I don't think I need to comment on it in order to reach what I think is the right outcome for the complaint as a whole.

The crux of this complaint is whether IPA made a mistake, or treated Miss G unfairly, such that it needs to now put things right.

Records from the Land Register confirm that Miss G completed on the purchase of her home in March 2021. I've seen a copy of the home buyer report relating to the purchase of Miss G's home. This report confirms that the property was inspected on 23 July 2020. It also identifies areas of concern with dampness within the property and the condition of the boiler, which is estimated to be 20 years old and not operational during the inspection.

Miss G said the boiler broke at the end of November and I can see that the boiler repair claim was logged on the same day the IPA appointed engineer attended Miss G's home. I'm persuaded this demonstrates that IPA acted proactively in allocating the claim to an engineer and dispatching one promptly. It couldn't have taken any quicker action here.

I've had sight of the report from the engineer that IPA appointed, which is dated 29 November 2021. This report states that the boiler fan is faulty as it has seized. It goes on to say that the boiler is 17 years old and hasn't been serviced – it being in poor condition. The report also states that the homeowners haven't yet moved into the home having only recently purchased the property.

I'm satisfied that the observations of the engineer regarding the condition of the boiler are fair and accurate. I say this because the photographs of the boiler that our service received clearly show it's in poor condition and that there's evidence of corrosion on the burner, water ingress, debris from the burner together with an accumulation of soot and carbon on the heat exchanger and in the bottom of the boiler.

The report that Miss G commissioned from G corroborates the view of IPA's appointed engineer. The report clearly explains that the boiler very old – it being over 20 years in age. The report confirms the boiler is in very poor condition as the casing is corroded and needs replacing in full. It says the fan and other components also require replacement.

In the overall circumstances I'm persuaded that it was reasonable for the boiler to be assessed as being beyond economic repair. Before that happened though, at the outset of the claim, IPA closed Miss G's claim in error and without her knowledge.

IPA offered Miss G £50 as a gesture of goodwill in recognition of its error and I can see that the claim was reopened once Miss G was made aware of what had happened. IPA also informed Miss G comprehensively what was needed to progress the claim. I'm satisfied the delay IPA's error caused was minimal. It didn't affect the outcome of the claim – although I can appreciate that what happened caused upset and inconvenience to Miss G.

In the overall circumstances, I'm satisfied the £50 compensation award is a reasonable amount that fairly recognises the impact this error would have had on Miss G. It's in line with awards made by this service in comparable circumstances and it's what I would have told IPA to pay had an award not been suggested already.

After Miss G's claim was reopened, IPA requested documentation confirming that the boiler had been appropriately serviced. This resulted in the claim being delayed because, as I explained in the background to this complaint, Miss G hadn't been left with these documents on completing the purchase of her home.

IPA has told our service it was unaware that Miss G had recently moved into the property. I haven't seen any evidence from its business records that Miss G informed IPA of the reason for her difficulties in obtaining boiler documentation. Had IPA been aware that Miss G was without the requested documentation due to a recent house move this may have influenced its decision regarding whether to ask for the boiler servicing documentation.

I'm persuaded that, in the overall circumstances of this complaint, it was reasonable for IPA to request the boiler servicing documentation before progressing the claim any further. I say this because the terms of Miss G's insurance policy state that loss of damage caused by a lack of maintenance isn't covered. It's clear from the policy documentation that there's an expectation that the policyholder maintains their boiler in order for a claim to be successful.

Here, the IPA appointed engineer had reported concerns regarding the age of the boiler and the presence of signs indicating a lack of maintenance. In such circumstances, I'm satisfied it was fair and reasonable for IPA to ask to see evidence of appropriate servicing records before determining whether cover for the replacement of the boiler fell within the remit of the policy.

I've seen the servicing document Miss G provided IPA and think the concerns it raised about the veracity of the document were fair. In such circumstances I don't think it was unreasonable to request a report from an independent engineer appointed by Miss G. This may have added to the time it took to resolve this claim but I think IPA's request for both the servicing records and an independent report were legitimate and made in good faith in efforts to progress Miss G's claim on her behalf.

As a result of all the information IPA obtained, it was able to approve Miss G's boiler repair claim. The terms of the policy outline that the maximum it will indemnify a policyholder for boiler repairs is £500. There's no provision regarding the cost of replacing a boiler if it can't be repaired.

Here, IPA has offered to contribute £500 towards the cost of a new boiler because Miss G's boiler has been assessed as being beyond economic repair. In straying outside the policy terms to Miss G's benefit I can't conclude that IPA has acted unfairly in its assessment of the claim.

I'll turn now to the part of Miss G's complaint which is about the damage she said was caused to a family member's jacket during the engineer's attendance at her home on 29 November 2021.

For me to be able to uphold a complaint about damage to clothing I'd have to be persuaded that an error by IPA caused the staining that Miss G said happened. So, I've carefully considered the available evidence.

IPA states its engineer made efforts to try to resolve the issues with the boiler during the site visit. But this wasn't possible due to its overall condition. Miss G has argued that it was during this visit that the engineer sprayed an excessive amount of WD40 on the boiler, which stained her family member's jacket while they were stood in the vicinity. IPA disputes this happened.

Miss G has provided our service with a photograph of the jacket and video taken by her during the visit from IPA's appointed engineer. This video shows the engineer working on the boiler. It also shows that there's no people, clothing, fabrics or personal effects within the immediate vicinity of their workspace.

IPA has said the engineer wouldn't have used WD40 as it wouldn't be safe. They said the fan was seized and, if it hadn't been, a few drops of a specialist fan grease would have been applied to lubricate the bearings. It said this grease wouldn't have been applied in mass. IPA also explained that there was no clothing or other personal items within the vicinity of the boiler and that, as the visit took place during the pandemic, measures were in place which stipulated that an engineer would need at least 2 meters of clear space within which to work.

Here, I'm satisfied that it would have been unsafe to use WD40, which is what Miss G said caused the stain on her family member's jacket. I'm also persuaded that the video shows the engineer was working 2 meters away from Miss G and any attending family members. The video doesn't show any WD40 or other sprays being used by the engineer or any people or clothing near their workspace.

Taking all of the available evidence into account, I'm afraid I haven't seen enough evidence to persuade me that the engineer caused damage to the item of clothing. So, I can't direct IPA to replace the jacket.

In relation to the issue of further damage that Miss G said was caused as a result of her boiler not working she contends that, due to the central heating being off, her radiators have corroded and 6 doors have warped.

IPA's appointed engineer said Miss G's property didn't look lived in and was in the process of being renovated. They said the boiler was in a utility room that was being used to store tools and materials for the renovation. They've recorded on their job sheet that the homeowners haven't yet moved in. I'm persuaded that this comment was recorded following disclosure by Miss G. The engineer otherwise wouldn't have known this information or had any reason to note it.

The disclosure by Miss G to the engineer is significant because the evidence persuades me that, on balance, the property had most likely been renovated and not lived in prior to the

boiler breaking. The homebuyer report referred to the presence of damp within the property due to water ingress. It recommends repair and I've already explained that the boiler wasn't working at the time of the homebuyer's inspection.

I think, in the circumstances, the above factors may provide an explanation as to why the radiators corroded and the doors warped. Such damage is consistent with what might be expected within a property that has been unheated for an extended period. It's unlikely to have happened within the time Miss G's claim was dealt with by IPA because damage of this nature isn't consistent with the heating being off from the time the boiler broke to the date the damage was reported, which was around 6 weeks. I'm therefore unable to direct IPA to pay for any property damage Miss G reported to it.

I realise Miss G will be disappointed with this decision. But it brings to an end what we, in trying to resolve her dispute with IPA informally, can do for her. I'm sorry we can't help Miss G any further with this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 22 February 2023.

Julie Mitchell
Ombudsman