

## **The complaint**

Mr T has complained about the way Inter Partner Assistance SA (“IPA”) dealt with a claim he made under his home emergency insurance policy.

## **What happened**

- Mr T got in touch with IPA about a water leak from his boiler. IPA sent an engineer the next day, who said they needed to replace a valve. Mr T paid an excess.
- The engineer returned to carry out the valve replacement, which they completed. But they also found water problems which they said had occurred since their first visit. And that meant the boiler needed to dry out before they could consider things further.
- Mr T took advice from an engineer. I understand he was told to replace the boiler, which he did. Mr T complained about the way the claim had been handled. As I understand it, this was in part because he thought IPA’s engineer had acted unfairly and that meant the boiler needed replacement.
- IPA said the further problems occurred because Mr T had continued to use the boiler after the engineer’s first visit and against the engineer’s advice. Nonetheless, it said its engineer would have returned a third time, once the boiler had dried out, to consider things further. IPA reimbursed the excess.
- Our investigator said IPA had acted fairly. He didn’t think there was any evidence to show IPA’s engineer had acted unreasonably or had caused the boiler to need replacement. He thought it was fair for IPA to refund the excess, as it had done.
- Mr T didn’t agree, so the complaint has been passed to me.

## **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.

- IPA’s policy covers the cost of it sending out an engineer to deal with the emergency, up to £250. It doesn’t cover costs beyond that amount or replacement of the boiler.
- IPA agreed to cover Mr T’s claim in line with the policy by sending out the engineer and carrying out the valve repair.
- However, at the second visit it discovered water damage and said that needed to dry out before it could consider the problem further. That seems reasonable to me. But because Mr T replaced the boiler, there was nothing further for the engineer to do. And the policy doesn’t cover the boiler replacement. So the only way I would consider IPA responsible for the cost of the replacement, or a contribution towards it, is if its engineer had acted unfairly and that had caused the boiler replacement.

- Mr T has provided comments from his engineer. They said: *“Due to the boiler’s heat exchanger leakage, water has gone inside the parts therefore its beyond repairable”*.
- That may be the case, but that doesn’t show IPA’s engineer caused the boiler to need replacement – or acted unfairly in any way.
- IPA refunded Mr T’s excess payment. I don’t think it needed to take any further action, as it had fulfilled the terms of the policy and Mr T hasn’t shown that IPA’s engineer caused the boiler replacement.

### **My final decision**

I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr T to accept or reject my decision before 27 May 2024.

James Neville  
**Ombudsman**