

The complaint

Mrs A complains that Inter Partner Assistance SA (“IPA”) failed to deal with a claim on her home emergency policy correctly, and the failure to diagnose the problem caused her boiler to break down completely.

What happened

Mrs A made a claim on her policy. She said her boiler was experiencing an intermittent problem.

IPA arranged for an engineer to visit. The engineer said they had identified a problem with the condense line and needed to order some parts to carry out a repair. A further appointment was arranged for this.

At the following appointment, the engineer said there had been a small internal explosion in a gas pipe inside the boiler. This meant the boiler wasn’t safe to use, it was beyond repair and was condemned.

Mrs A complained. She said IPA failed to diagnose the problem at the first visit, and advised her she could continue to use the boiler. This caused catastrophic damage and it broke down completely a few days later. She wanted IPA to compensate her for the cost of replacing the boiler, which she said wouldn’t have been necessary if the repair had been dealt with correctly.

In its final response to the complaint, IPA said:

- It didn’t accept Mrs A’s allegation. The damage was due to a gas valve becoming loose and the engineer had not touched the gas valve - they suspected someone else had done so in between the two visits.
- But the engineers should have capped and labelled the boiler and failed to do that.

IPA offered Mrs A compensation of £350.

When Mrs A referred the complaint to this Service, our investigator didn’t think it should be upheld. She said IPA had now provided confirmation the boiler had in fact been capped at the first visit, and Mrs A hadn’t provided any expert evidence showing the engineer had failed to diagnose the problem. She thought the offer of compensation was fair.

The investigator noted that the policy allows for a contribution of £250 towards the cost of a new boiler and said Mrs A could ask IPA to consider that.

Mrs A disagreed and provided further comments but these didn’t lead the investigator to change their view. So she has requested an ombudsman’s decision.

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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, and not unreasonably reject a claim.

IPA accepted the claim and arranged for an engineer to visit, but Mrs A says they didn't diagnose the problem correctly. She has also said she complained to the ombudsman simply to review the amount of compensation, which wasn't enough since IPA accepted liability for the failure of the boiler through the actions of its agent. But I don't agree it has said that. And to make a higher award, I would need to determine that IPA was responsible for the damage.

Looking at the information provided by the engineers, they reported that:

- The engineer did shut the gas off and tell Mrs A not to use the boiler. They would not issue a report unless the boiler was at risk – which was the case at the second visit.
- When they attended the second time to carry out the repair, they found the gas pipe to the gas valve had become loose. This wasn't a result of anything they had done at the first visit, where the engineer had found condense line was frozen and had blown the condense trap. He had no reason to touch the gas pipe or valve.
- Someone else must have tried to turn the gas back on after the first visit.
- The photographs they took show the condition of the boiler after the first visit and at the second visit.

Mrs A's account of what happened contradicts these comments. She says the gas wasn't turned off and the boiler continued to work for another two days without anyone interfering with it, before breaking down completely.

So the evidence is contradictory. Where that's the case I need to make a judgment about what I think is more likely, on the balance of probabilities, to have happened. Having done so, I find the evidence provided by IPA, on balance, more persuasive for the following reasons:

- The engineers reported what they had found and the actions they took. And they have provided their professional opinion as to what is likely to have caused the damage. If they had identified a problem with the condense line, which is a different part of the boiler, that would explain why they didn't do anything to the gas pipe that failed a few days later.
- Mrs A says they should have identified the issue with the gas pipe and if they had, the later problem wouldn't have happened. She didn't contact IPA when the boiler stopped working, which I might have expected if it had been left working and then failed – particularly if she thought it was their failing that had caused this to happen.
- And while she thinks the boiler broke down because the first engineer failed to identify the fault, there's no expert evidence that is the case. Mrs A has provided a quote she obtained to replace the boiler but there's no comment on the damage to the old boiler or what caused it to stop working.
- In the absence of any such expert advice, I think it was reasonable for IPA to rely on the evidence provided by the engineers it appointed.

I appreciate it was very upsetting for Mrs A to find that her boiler had to be replaced and she's sure this wouldn't have happened if things had been done differently, but the evidence isn't persuasive that it was due to a failing by IPA.

It did, however, accept some failings in the way it dealt with Mrs A and offered her compensation of £350. The information it provided wasn't entirely clear and it was only later that it obtained further confirmation from the engineers. In the circumstances, I think a payment is fair. As far as I'm aware, this hasn't been paid; if not, IPA should now pay Mrs A.

My final decision

Inter Partner Assistance SA has already made an offer to pay £350 to settle the complaint and I think this offer is fair in all the circumstances.

So, if it hasn't already done so, my decision is that Inter Partner Assistance SA should pay £350.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 9 May 2025.

Peter Whiteley
Ombudsman