

## The complaint

Mr H and Mrs M have complained about the service they received from Inter Partner Assistance SA ('IPA') under their home emergency policy when their boiler broke down. For the avoidance of doubt, the term 'IPA' includes IPA's agents and representatives for the purposes of this decision.

## What happened

Mr H contacted IPA in July 2024 to report that he had no hot water or heating in his home and there was a fault code displayed on the boiler. IPA's engineer attended and reset the boiler: however, it stopped working again. Mr H tried to contact IPA, but he was unable to get through to IPA. He tried the next day, and another engineer was booked in. This engineer reported a possible blockage in the boiler's heat exchange, and said there was no filter in the boiler system. IPA was unable to obtain any service history from Mr H and Mrs M and it deemed the boiler to be beyond economical repair ('BER'), so a new boiler was recommended.

Mr H wasn't convinced by IPA's assessment and said that the initial engineer reported the wrong fault code. IPA agreed to arrange a further engineer visit. This engineer didn't attend on the expected date, but due to his eventual report, IPA maintained its decision. Mr H complained as he felt that the boiler had been incorrectly diagnosed and that he and his family had been left without heating and hot water for a considerable period. He was also unhappy about the service he'd received from IPA and its agents. Mr H and Mrs M ultimately replaced their boiler in late August 2024.

IPA partly upheld the complaint and offered to reimburse Mr H and Mrs M for any private engineer costs incurred to restore the boiler to working order, up to the policy limit. It also offered £250 compensation for the distress and inconvenience caused. Mr H and Mrs M didn't accept the offer and referred the complaint to this service. They explained that as IPA incorrectly diagnosed the boiler as BER, they had to have the boiler replaced. They wanted IPA to reimburse the costs of the new boiler, and to increase the compensation offered for the distress and inconvenience caused and also to refund premiums they'd paid.

The relevant investigator partly upheld Mr H and Mrs M's complaint. Whilst the investigator felt that £250 compensation offered by IPA was in line with what would have been expected, it was accepted that IPA had unreasonably declared the boiler to be BER. It was the investigator's view that IPA also needed to pay £250 plus interest toward the cost of replacing the boiler.

Mr H and Mrs M remained unhappy about the outcome of their complaint and the matter was referred to me to make a final decision in my role as Ombudsman. I issued a provisional decision to the parties in May 2025 and explained why I was minded to partly uphold the complaint as follows: -

*'IPA accepted that it had acted in an unfair and unreasonable manner in relation to the way it had acted following Mr H and Mrs M's boiler breakdown. The issue for me to determine is therefore, whether IPA's response to the complaint was a fair and reasonable one. On a*

*provisional basis and on balance, I consider that a modest increase in the compensation to be paid to Mr H and Mrs M would be a fair and reasonable outcome. In reaching this decision, I've also considered the submissions of the parties as summarised below.*

*I turn firstly to the submissions made by Mr H and Mrs M. They said that following the first engineer's visit and further breakdown, IPA didn't answer the out-of-hours telephone number and when Mr H chased, there were no available appointments apart from a Saturday morning which he had no option but to take. After the second engineer attended, he concluded that the heat exchanger needed to be replaced at the approximate cost of £600 or alternatively, Mr H and Mrs M would need a new boiler. Mr H and Mrs M weren't convinced, as the engineer didn't carry out technical tests, but expressed an opinion based on experience of the fault in question, and that the boiler was more than 10 years old. Mr H felt that everything could and should have been done in a single visit based on the correct code.*

*Mr H described the difficulties he then experienced in trying to obtain a resolution from IPA and trying to find out if it would fix the boiler. He felt that call handlers had been really rude, shouted over him and put the phone down and felt that this was disgraceful. He said that the family had been without heating and hot water for a lengthy amount of time, with vulnerable people in the home. This caused stress and inconvenience in having to go to friends and relatives for baths and showers and having to boil water needed in pans and a kettle. As for any suggestion that Mr H and Mrs M could instruct their own engineer, they said that IPA had provided this option in the context of the initial delay. They preferred that IPA organised the repair so that they could go back to IPA if there were any issues with the repair.*

*Mr H was advised by IPA that another engineer would attend to carry out a temperature differentiation test and obtain a water sample, but the first test wasn't carried out. As for the water test, he said that this was clear, whereas a faulty heat exchanger would have resulted in debris in the sample. The engineer said it might have been the fuse, but when Mr H asked whether this could be replaced, the engineer said that the whole heat exchanger should be replaced, that fuses were available on-line, but that he wasn't allowed to do this fix. Mr H felt that he'd needed some clear instructions from IPA in July 2024 to say that it would reimburse the cost of their own engineer. When it eventually did this, it was too late. Mr H felt that if the heat exchanger was indeed the problem, then; 'rather than leave the customer stranded, advice should be given to the next steps.'*

*As to the service provided, Mr H and Mrs M referred to cancelled appointments, engineers attending unannounced, and being kept on the phone for long periods (over 47 minutes in one instance). They'd also waited all day for an engineer who didn't attend, causing unwelcome stress in an already fraught situation. They were left not knowing what was wrong with the boiler and whether it was covered by the policy. They were adamant that the boiler had been serviced, although there was no requirement for this in IPA's policy. They felt that the protracted exercise left them with no option but to replace the boiler with the most economical boiler option, possibly unnecessarily. Mr H had noted that in its correspondence, IPA had referred to provision of £250 towards a new boiler.*

*I now turn to IPA's response to Mr H and Mrs M's complaint. It noted that Mr H had contacted its agent at the outset and had complained that he was treated rudely by its agent who had allegedly snapped when Mr H contacted them about the emergency. It said that it had offered the option to utilise a private engineer, but that Mr H had declined this option.*

*Following the third visit from its agent, IPA said that a sample of the water from the boiler had been taken, and this still led the agents to believe that the heat exchanger had broken down. In addition, it said that the agents; 'cited the boiler's age of 15 years old and that there was no service history, citing potential poor maintenance. It was their professional opinion that the boiler was beyond economical repair.' It said that lack of debris in a sample didn't*

mean that a heat exchanger hadn't broken down over time due to wear and tear. As the boiler was also estimated to be fifteen years' old; it deemed the boiler BER.

IPA said that despite an absence of service documentation, it now accepted that Mr H and Mrs M should have been given the option to repair the boiler under the policy, if the parts were covered. As to the attitude of its representatives, it said that it had taken the matter very seriously and would provide feedback to the relevant parties. It also considered the length of time that the family were without heating and hot water in making its offer of £250 compensation. It also offered to reimburse any private engineer costs incurred to restore the boiler to working order, up to the policy limit.

I now turn to the reasons for this provisional decision. The starting point for this decision is the wording of the terms and conditions of Mr H and Mrs M's emergency home insurance policy, as the wording will form the basis of the insurance contract between the insurer and the consumer. I therefore note that the policy provided cover up to a certain amount in relation to the heating system. The cover is described as; 'Fixing heating and hot water. Being left without heating in your home can be extremely uncomfortable. With Home Emergency cover, you'll have the peace of mind knowing that you are covered should this happen to you.' Some standard exclusions apply however, and the cost of replacement parts due to natural wear or normal day-to-day maintenance isn't covered by the policy.

In addition, the policy refers to 'gold' emergency cover up to £1,500 being in place for emergencies regarding matters including electricity, water supply and roofing, with 'standard' cover up to £500 being in place regarding matters including plumbing, drainage and the heating system. The policy booklet mentions that in the event of an emergency, repairs will be carried out to resolve the issue. The policy is silent on what happens when a boiler is deemed BER, however, in its correspondence, it refers to paying a sum of £250 towards a new boiler and heaters if the boiler can't be repaired economically. It's clear that Mr H and Mrs M were entitled to claim this contribution towards the cost of a new boiler in any event, and it's disappointing that IPA hadn't immediately offered this sum.

As to any refund of premiums, the policy states that a refund is only available if the approved contractor fails to attend an emergency within 24 hours, except where the claim relates to a central heating breakdown. Whilst the breakdown led to the purchase of a new boiler, boiler cover had remained in place up until this point and other cover would have remained in place for the duration of the policy. On a provisional basis, I therefore don't consider that a refund of premiums is reasonably payable.

With regard to the diagnosis of the boiler fault, I don't consider that IPA acted in a reasonable fashion in all respects. This service would usually find the reports of professional engineers to be persuasive in the absence of compelling alternative evidence. In this case however, IPA engineers firstly recorded an incorrect fault code, didn't provide any conclusive diagnosis of the problem, and failed to provide a quote for the cost of repair in relation to the assumed fault. In the circumstances, whilst it's quite possible that Mr H and Mrs M's boiler was suffering from wear and tear and may well have been reaching the end of its useful life, IPA couldn't automatically assume that this was the case based on IPA's limited reports. As the policy is silent on the question of when a boiler becomes BER, a fair and reasonable approach must then be adopted. I don't consider that IPA had fairly established that the boiler breakdown was due to wear and tear, and it hadn't obtained a quote for the cost of repairs. I therefore agree with Mr H and Mrs M to the extent that IPA didn't do enough to establish the reason for, and cost of repair, of the boiler in order to establish BER.

IPA accepted that Mr H and Mrs M should have the option to repair the boiler under the policy if feasible. Equally, I understand why Mr H and Mrs M felt they'd been forced to find a practical, swift and lasting solution, particularly as there were vulnerable people within the

home.

*Having said this, I note that on 19th July 2024, IPA had already stated; 'I'd advise sourcing your on [sic] engineer to carry out repairs needed and then if they disagree with the diagnosis from our engineer we would be happy to review your own engineer's work within your policy limit for potential reimbursement'. As such, whilst Mr H and Mrs M have explained why they didn't take up this option, I don't agree that they were denied the opportunity to repair the boiler. Whilst they didn't feel that this guaranteed a successful repair, or indeed reimbursement by IPA, I consider that at this stage, IPA had made a fair and reasonable offer and had also acknowledged that its agents may not have the authoritative stance as to whether the boiler was conclusively BER.*

*As such, Mr H and Mrs M were forced to decide whether to ask their own engineer to try to repair the boiler, or whether to go ahead and buy a new boiler bearing in mind the age of the existing boiler. Whilst it was ultimately Mr H and Mrs M's decision to proceed with the latter course of action a month later, I can appreciate why they felt abandoned and left in a difficult position due to IPA's failure to provide an authoritative stance. In the light of Mr H and Mrs M's pragmatic decision however, and on a provisional basis, I can't say that IPA should be required to contribute up to the full limits of the policy towards the cost of a new boiler, but should pay what it promised in the event of a boiler being BER, this being £250.*

*I now turn to the various service failures of which Mr H and Mrs M complained. I've no reason to doubt that the customer service of IPA's representatives had been lacking, and IPA accepts this, stating that it would provide feedback to its agents. I've no reason to doubt that there had been cancelled appointments, a long waiting time on the phone, and unnecessary waiting due to a failed appointment. I've also no reason to doubt that the first engineer wrongly recorded the fault code and that the third engineer didn't carry out a temperature differential test as indicated that it would. In addition, IPA didn't offer to pay £250 being the sum its correspondence had promised in terms of purchase of a new boiler.*

*Fundamentally, IPA also accepted that it should have obtained a quote for the assumed cause of the boiler breakdown to reach any BER decision and also failed to provide a clear and authoritative stance. I therefore provisionally agree that IPA's service was lacking in a number of aspects, which cumulatively, caused considerable frustration and inconvenience for Mr H and Mrs M. As for the delay in ensuring a lasting solution, I can't say that this was all due to IPA's service failures. Unfortunately, following a boiler breakdown, inevitable delays will occur in ensuring correct repairs or boiler replacement. Nevertheless, I provisionally conclude that some of the delays were due to lack of clarity in IPA's approach.*

*I therefore provisionally conclude that IPA should pay Mr H and Mrs M £250 towards the cost of their new boiler, together with interest from the date that they paid for the new boiler. In relation to the service errors, I don't consider that the sum of £250 adequately recognises the frustration, stress and delays that will have been caused by the number and extent of IPA's errors. My provisional decision is that IPA should therefore increase the compensation paid for distress and inconvenience to £500, to include any amount its already paid.'*

In my provisional decision, I asked both Mr H and Mrs M and IPA if they had any further comments or evidence which they would like me to consider before I made a final 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.

IPA didn't submit a formal response to the provisional decision; however, Mr H and Mrs M provided further detailed submissions, and I wish to thank them for the time and trouble they've taken to provide these. I have considered these submissions very carefully; however, unfortunately they don't alter my provisional opinion. Mr H and Mrs M acknowledged that their further submissions included some repetition. For the avoidance of doubt therefore, the following summary therefore deals only with the fresh points from those submissions.

Mr H and Mrs M were concerned that IPA had refused to repair the boiler based on an unsound diagnosis, with no concrete evidence, and so it was unjustified to declare the boiler BER based on the boiler's age. They said that a cost benefit analysis wasn't carried out to declare BER, and in any event, the policy failed to state that IPA wouldn't spend up to the policy limit to repair an old boiler if it declared BER. They did not think that they should have to pay for necessary repairs out of their own pocket, particularly where there were no proper costings for the repairs. They'd been told that the heat exchanger could cost £600 plus installation costs, but this may not have been the cause. As IPA would not repair or cover replacement under the policy, they were in a situation of impasse for a considerable period, and they only received more encouraging news from IPA in September, when it was too late.

Mr H and Mrs M thought that it unfair to expect them to get a private engineer, as cover was expected from a policy for which monthly premiums were paid. They did contact two heating engineers about work and reports however, they were booked up for many months and did not want to get involved, due to the contentious nature of the request. Ultimately, Mr H and Mrs M had felt they had no option but to replace the boiler, as there was no guarantee that repairs and reports with unknown cost would be reimbursed or whether the boiler would remain covered due to the private nature of the works. They had a young family at home, with winter approaching, and were under great stress with no hot water or heating. They felt that it was very unfair for IPA to put them in this position and for failing to take responsibility

Mr H and Mrs M referred to the response from IPA dated 19 July 2024. They stressed that the following wording; *'I'd advise sourcing your on [sic] engineer to carry out repairs needed and then if they disagree with the diagnosis from our engineer we would be happy to review your own engineer's work within your policy limit for potential reimbursement,'* had to be read in the context of the whole email, which introduced the notion that the boiler couldn't be repaired due to wear and tear and which also referred to reliance on its own engineer's report. They felt that the letter had been conditional, with an uncertain financial outcome and that there was a good chance IPA would avoid payment.

As regards the e-mail of 19 July 2024, Mr H and Mrs M thought that it was *'carefully worded and barbed'*, unhelpful and evasive' and referenced the *'single inconclusive clear water test'...[an] opinion of the boiler age and perceived lack of service'*. They thought that the boiler may have been replaced unnecessarily and so IPA *'must meet the total costs.'* In summary, they felt that it was unreasonable to have expected them to provide their own report from their own private engineer at their own cost and that this diverted the onus and responsibility from IPA to themselves, rather than IPA seeking an opinion from another firm. They stressed that IPA didn't address the home emergency under the policy, and that it hadn't demonstrated any credibility in providing an evidence-based opinion.

As to the service failures, Mr H and Mrs M considered that IPA's offer of just £75 was indicative of IPA's *'belligerent non caring attitude and not taking our situation seriously.'* Having rejected this offer, IPA then indicated in early August 2024 that it could take eight weeks to conduct a full investigation. Mr H and Mrs M felt that no-one should be *'held to ransom'* in this way and, the moment BER was declared, this should have triggered IPA to provide quotes and confirm the new boiler contribution of £250 being available. They felt that IPA was using the question of annual boiler service and lack of a filter as excuses for its failure to diagnose the problem, and felt it was IPA's role to exhaust repair avenues, based

on proper evidence. They thought that a simple replacement of the fuse, if it worked, may have avoided replacement of the heat exchanger and indeed the boiler.

Mr H and Mrs M said that the only time IPA came back with definitive help and an offer up to the policy amount and compensation of £250, was after an unreasonable timescale and after the boiler had been replaced. This time, the offer was for reimbursement of *'any private engineer costs'* up to the policy limit and not subject to obtaining reports and further reviews for potential payment. They said that they could have done with this clear authoritative direction as of 19 July 2024 and said that they would have acted on this then to carry out any repairs needed to restore the boiler to working order, knowing that the costs would be refunded on the policy up to £1500, with continuing cover.

Finally, Mr H and Mrs M had wanted IPA to cover the repairs fully, guarantee this work, and continue covering the boiler. They were able people but felt that if IPA did this to vulnerable people who couldn't strongly advocate for themselves, then IPA should be ashamed of its conduct. They said that the episode had cost them more than £4,000 and a lot of stress and suffering and so felt they should be reimbursed the total cost and installation of a new boiler as well as compensation for stress and inconvenience the family had endured. Mr H and Mrs M said they'd incurred a significant cost in utility bills from heating up water and cost of fuel in going to relatives for showers, and felt there may have been a breach of welfare and human rights laws here. They also felt that they should receive a refund of premiums for the period of 12 months, as IPA had exceeded the stipulated 24-hour response times on more than one occasion.

I now turn to the reasons for my Final Decision. Firstly, I would state that I have every sympathy with the difficulties which Mr H and Mrs M endured for an extended period over the summer of 2024, and particularly as they had a young family, and were left without heating and hot water. I also appreciate why they felt they'd been forced into a situation where they had to buy a new boiler by IPA's failure to help them at the outset. Nevertheless, I remain of the view that the outcome set out in the Provisional Decision was fair and reasonable in all the circumstances.

Mr H and Mrs M referred to the response from IPA dated 19 July 2024 and stressed that the opportunity afforded to them to appoint their own private engineer to repair the boiler should be viewed in the context of the remainder of that letter. This suggested that the boiler had broken down due to wear and tear, based on a *'single inconclusive clear water test'...[an] opinion of the boiler age and perceived lack of service'*. Mr H and Mrs M understandably found the reply to be unhelpful and evasive. As stated in the Provisional Decision; *'I can appreciate why they felt abandoned and left in a difficult position due to IPA's failure to provide an authoritative stance.'*

I can therefore appreciate that Mr H and Mrs M were left with uncertainty as to the diagnosis of the problem with the boiler. I note that IPA didn't seek a second opinion, however I think it was reasonable to offer the opportunity for Mr H and Mrs M to obtain their own expert report rather than seek a second opinion. I appreciate that IPA hadn't, provided reassurance that Mr H and Mrs M would be fully reimbursed for the work in the letter dated 19 July 2024. As such, Mr H and Mrs M felt that this wasn't an option at all without additional clarification from IPA. It's not clear whether Mr H and Mrs M did seek such clarification from IPA, nevertheless, Mr H and Mrs M went on to contact some private engineers. These engineers *'did not want to get involved...'* possibly due to the requirement to furnish reports, the contentious nature of the matter, and the wish to receive payment without delay. As a subsequent offer of reimbursement of repair costs was made by IPA on 3 September, this no doubt raised Mr H and Mrs M's expectations that they would receive this total sum regardless of the steps that they had taken to resolve the issue.

Nevertheless, I remain of the view that it was ultimately the considered and pragmatic decision of Mr H and Mrs M to proceed with purchase of a new boiler. It was likely that this was prompted by several factors, including the lack of clarity given in the letter of 19 July 2024, the on-going protracted delays in IPA investigating the issue and a general break down in trust. Other factors however were likely to include the fact that the private engineers approached by Mr H and Mrs M were reluctant to get involved, and that they wished to achieve an economical, long-term solution, whilst acknowledging that the cost of repairing the boiler *'would have been considerably cheaper than replacing the boiler.'* I can't say however that IPA should be required to contribute an amount towards the cost of a new boiler up to the equivalent repair limits under the policy. It should instead pay the amount it promised to pay in the event of a boiler being BER, namely £250.

I appreciate that Mr H and Mrs M were reluctant to fund the repairs themselves based on the letter of 19 July 2024 as there was no guarantee of reimbursement, however I'm not persuaded that they would have acted differently had that letter been couched in terms of the letter of 3 September 2024. This is bearing in mind that the letter didn't confirm the policy limit to be £1,500. As stated in the Provisional Decision, *'the policy refers to 'gold' emergency cover up to £1,500 being in place for emergencies regarding matters including electricity, water supply and roofing...'* but not for the heating system. In the circumstances, whilst I agree that the letter dated 19 July 2024 gave no reassurance that IPA would definitely refund up to £1,500 after the boiler was repaired privately the letter of 3 September 2024 also only offered to *'reimburse any private engineer costs you have incurred to restore the boiler to working order, up to your policy limit'*, I consider it likely that this letter would ultimately have been subject to further dispute about the level of cover, which IPA may well have argued was up to £500 only in relation to the boiler.

I'm mindful that the letter of 19 July 2024 did indeed divert onus for any alternative diagnosis onto Mr H and Mrs M. I have however factored this into the moderately high award of £500 for distress and inconvenience caused by the service failures identified in this case. The level of compensation also acknowledges that the delays and lack of an authoritative assessment of the problem meant that Mr H and Mrs M probably replaced their boiler at great personal expense, somewhat earlier than they otherwise would have.

As for Mr H and Mrs M's submission that they should receive a refund of 12 months' premiums, as stated in the Provisional Decision, a refund is only available under the policy terms if a contractor fails to attend an emergency within 24 hours, except where the claim relates to a central heating breakdown, and this would usually include the boiler. However, the refund also only applies where an alternative appointment time hasn't been agreed. I therefore don't consider that a refund of premiums is reasonably payable.

In conclusion, I'm satisfied that this Final Decision provides a fair and reasonable outcome to the matter, and I therefore partly uphold Mr H and Mrs M's complaint as follows.

### **My final decision**

For the reasons given above, I partly uphold Mr H and Mrs M's complaint, and I require Inter Partner Assistance SA to do the following in response to their complaint; -

- Pay £250 towards the cost of replacing the boiler
- Pay interest on the sum of £250, calculated from the date Mr H and Mrs M paid the relevant invoice, up to the date of settlement, at 8% a year simple interest\*
- Pay £500 compensation in total for the distress and inconvenience caused, to include any amount of compensation which it has already paid to Mr H and Mrs M

\*If IPA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr H and Mrs M how much it's taken off. It should also give Mr H and Mrs M a certificate showing this if they ask for one, so that they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs M to accept or reject my decision before 21 July 2025.

Claire Jones  
**Ombudsman**