

## **complaint**

Mr K complains that Inter Partner Assistance S.A. gave poor service under a home emergency insurance policy.

## **background**

Mr K had a policy to cover his central heating boiler. It was branded with the name of an insurance intermediary. Mr K paid a yearly premium.

IPA was the insurer responsible for dealing with claims. Where I refer to IPA or the insurer, I include its engineers, claims-handers and others for whose actions I hold IPA responsible.

Mr K contacted IPA for help when his boiler stopped working properly. He complained that IPA's engineer - rather than fixing it - negligently damaged the boiler. So Mr K called out his own engineer at a cost of £50.00. That engineer said it would be dangerous to use the boiler. So Mr K had to pay for a new one.

He thinks IPA should reimburse him for the insurance premium, the call-out fee and the new boiler.

Our investigator didn't recommend that the complaint should be upheld. He didn't think that IPA had made a mistake.

Mr K disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that IPA's engineer diagnosed that it wasn't a circuit board fault, but didn't ask permission to progress further with the repair. He was heavy handed and caused damage to the boiler case, the boiler seal and the filling loop handle, Mr K says.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

From the manual for Mr K's boiler, I've seen a recommended clearance of 50mm to the right hand side of the boiler.

From the photographs, I see that someone had installed Mr K's boiler with no clearance between it and the wall to the right.

From what Mr K says, he'd taken out the policy in about 2011. He hasn't said that was for a different boiler.

Mr K has referred to a repair in 2013. He says IPA did it without saying there wasn't enough clearance around the boiler. But I don't think his recollection is correct.

I say that because IPA's notes include the following:

*'there's not a lot of clearance also and if the fan, aps or burner needed to be changed then you wouldn't be able to access to do this, recommended that the boiler be moved to allow any repairs be done in the future if needed.'*

From the photographs, I think the boiler remained up against the wall.

The policy covered parts and labour for repairs up to a limit of £500.00 including VAT.

Many policies exclude cover for boilers that haven't been installed in line with manufacturer's recommendations. But Mr K's policy had no such exclusion.

In September 2018, Mr K already had a problem when he contacted IPA. That's why he contacted it. And I don't think anyone has actually diagnosed the cause of the problem – or what would've been required to fix it.

I don't agree with Mr K that the engineer should've asked him for permission to remove the boiler casing. I think that's implicit in calling a boiler engineer.

I have no reason to doubt Mr K's statement that the engineer used force to try to remove the boiler casing. But that doesn't mean he was negligent (in other words, lacked reasonable care). Mr K hasn't shown that other engineers would've done differently in the same circumstances.

The engineer said he couldn't diagnose the fault because of lack of clearance around the boiler. I think he turned off the gas supply and left. Of course Mr K was disappointed and concerned about that.

And Mr K later complained about how the engineer had conducted himself. But Mr K hasn't provided enough detail to persuade me that the engineer's behaviour fell below a reasonable standard.

I keep in mind the recommendations made by the boiler manufacturer and by the engineer in 2013. I also don't know the cause of the problem with the boiler. So I can't say that the engineer should've repaired the boiler.

I accept that Mr K paid his own engineer a £50.00 call-out fee. And after that, Mr K paid for the installation of a new boiler.

Mr K has suggested that these costs were caused by IPA. In particular he says that its engineer negligently damaged the casing of the boiler, the seal of the combustion chamber and the handle of the filling loop.

If I thought IPA had negligently caused such damage and failed to repair it, then I would find it fair to order it to pay some compensation – not the whole cost of the new boiler.

But Mr K and his own engineer haven't persuaded me that IPA's engineer fell below a reasonable standard of skill and care and negligently caused such damage. And they haven't shown what had caused the boiler to break down in the first place. So they haven't shown that IPA's engineer negligently caused damage to an otherwise repairable boiler.

Therefore I don't find it fair and reasonable to order IPA to reimburse Mr K for the premium, the call-out fee or the new boiler – or to do anything further in response to his complaint.

**my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I do not direct Inter Partner Assistance S.A. to do anything further in response to Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 1 April 2019.

Christopher Gilbert  
**ombudsman**