

complaint

Mr N and Miss W complain about the service they received from Inter Partner Assistance SA under their home emergency insurance policy.

background

Mr N and Miss W reported a problem with their central heating and IPA attended.

Mr N and Miss W later complained to IPA about the service they'd received. And, being unhappy with IPA's response, they complained to this service.

Our investigator thought Mr N and Miss W's complaint shouldn't be upheld.

Mr N and Miss W disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

my findings

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

I've decided not to uphold Mr N and Miss W's complaint and I'll explain why.

Mr N and Miss W say after an engineer attended to look at their boiler, IPA told them there was sludge in the system and it wasn't able to cover any problems relating to sludge, under the terms of their policy. They say they explained that they had a magnetic filter in place, so they couldn't get sludge. And they say IPA arranged to carry out a water test.

Mr N and Miss W also say around a week later they discovered their boiler had started leaking. But they say IPA refused to help them because of sludge in the boiler. And they say they called a private engineer who attended and decommissioned the boiler, due to it being beyond economic repair.

In addition, Mr N and Miss W say after they complained to IPA it confirmed the boiler should've been repaired on the initial visit and, if it had been, it would still be functioning and not decommissioned. And they say this has been confirmed by their independent engineer.

So, Mr N and Miss W say IPA should pay the cost of their new boiler.

IPA says its engineer's report shows Mr N and Miss W's boiler needed a new heat exchanger and pressure relief valve. And it says these problems are due to sludge damage they already had with the boiler.

IPA also says it contacted Mr N and Miss W's engineer, who confirmed that their heat exchanger was blocked. And this caused the boiler not to heat properly and to over-pressurise itself, which split the expansion vessel. IPA says Mr N and Miss W's engineer also told it all the parts that needed replacing would've cost £600 and that's why he decommissioned the boiler.

So, IPA says it can't be held responsible for any damage caused to Mr N and Miss W's boiler, as the issues were already present.

I see IPA had previously attended to help Mr N and Miss W with a similar problem with their boiler in April 2016. And I see the engineer who attended then diagnosed that the problem was due to water scale damage to certain parts of the boiler. And Mr N and Miss W were advised to carry out a power flush on their heating system. I also see the independent laboratory report of the water test results, following the subsequent problem in October 2016 found there was excess conductivity detected, suggesting inadequate flushing had taken place. And there was excess chloride found which was a corrosion risk.

So, taking everything into account including the water test results I've referred to, I think it's likely the problems with Mr N and Miss W's boiler were the result of sludge and/or scale, which isn't covered under the terms of their policy. I note IPA agreed to make a 'beyond economic repair' contribution of £250 towards their new boiler. And I don't think it would be fair for me to ask it to make a further contribution, in the circumstances.

There were clearly a number of service issues in the handling of Mr N and Miss W's claim and complaint. I see IPA's acknowledged this and it's offered them £350 compensation for the trouble and upset they were caused. I think this was reasonable. And I don't think it would be fair for me to ask it to pay them any more compensation.

So, for these reasons, I can't uphold Mr N and Miss W's complaint.

my final decision

I don't uphold Mr N and Miss W's complaint against Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N and Miss W to accept or reject my decision before 24 August 2017.

Robert Collinson
ombudsman