

## **complaint**

Miss N complains about Inter Partner Assistance SA's ('IPA') handling of her home emergency insurance claim regarding a gas leak coming from her boiler. All references to IPA include its appointed administrative agents.

## **background**

In February 2012, Miss N contacted IPA and reported a gas leak coming from her boiler. Miss N had already notified a third party gas company, who had attended and confirmed that the leak was severe, with 85% of the leak being carbon monoxide.

IPA sent an engineer to Miss N's home and advised that the boiler was in a dangerous state. He identified multiple problems with the flue, which had come away from the boiler, allowing fumes to come back into the property.

Miss N advised that a service had been carried out on her boiler a month prior to IPA's visit, and that the servicing engineer had been satisfied that the boiler was in good working order. IPA's engineer questioned the service, as he was unsure as to how the boiler could have passed a service in the condition he had found it.

IPA authorised Miss N to stay in alternative accommodation for one evening under the terms and conditions of her policy. The engineer capped off the property's gas at the meter so that the boiler could not be turned on again.

After investigation, IPA declined Miss N's claim due to, among other things, "third party interference or poor workmanship", something that was excluded under her policy. IPA maintained that even if the flue was repaired or replaced, the boiler would still remain dangerous. It agreed to provide a quote for a replacement boiler.

Miss N was unhappy with IPA's decision, as she believed her boiler was going to be repaired or replaced by IPA. She ultimately brought a complaint to this service.

After looking into the complaint, our adjudicator did not recommend that it be upheld. Whilst she felt it may not have been reasonable for IPA to rely upon the third party exclusion cited, she explained that boiler replacement was not covered under Miss N's policy, and that even if a repair had been carried out, Miss N and her family would still have been at risk.

Miss N remained unhappy so the complaint was referred to me to review afresh.

## **my findings**

I have considered all of the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Miss N's policy states that IPA will pay for repairs of up to £750 in the event of an emergency situation (subject to the remaining policy terms). However, insurance policies are not intended to cover every eventuality and, in Miss N's case, the policy does not provide cover for a replacement boiler.

Whilst repairs to restore boiler function are covered under the policy, remedial work required to put right a dangerous appliance is not. Further, I do not consider it would be fair or

reasonable to require IPA to carry out a repair if the appliance would remain dangerous after the repair.

The evidence I have seen indicates Miss N's boiler was in a dangerous condition at the time the claim was made. IPA's engineer's report states that bolts and a seal were missing on the flue chamber and that the flue was cracked and not connected to the boiler. IPA has said that attempting to carry out a repair to the flue could have been fatal and that the only realistic solution was to replace the boiler.

Although Miss N has shown a service was carried out in the month prior, IPA has said it cannot find any reason why the servicing engineer said the boiler was in good working order, given the problems that were noted soon afterwards.

Based on the evidence I have seen, I am satisfied that it would not have been possible for IPA to safely repair Miss N's boiler and that the boiler needed to be replaced.

I am aware IPA agreed to provide a quotation for a new boiler. If Miss N was under the impression IPA would replace it under the terms of the policy or by other means, I have seen no persuasive evidence that this was IPA's fault.

#### **my final decision**

For the above reasons, my final decision is that I do not uphold Miss N's complaint. I make no award against IPA.

Nimish Patel  
**ombudsman**