

complaint

Mr B complains that Inter Partner Assistance SA declined to cover the repair of his boiler under his home emergency insurance policy.

background

Mr B reported a fault with his boiler.

An IPA engineer attended and concluded the boiler hadn't been properly maintained. So, IPA declined to repair it.

Mr B was unhappy with IPA's response to his complaint. So, he complained to this service.

Our adjudicator thought Mr B's complaint should be upheld. And IPA should pay him up to the maximum claim amount of £1,000 under his policy.

IPA disagreed with the adjudicator'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 to uphold Mr B's complaint and I'll explain why.

Mr B says he'd recently moved into his home when this problem occurred. He says IPA told him the boiler hadn't been maintained and it was beyond economic repair. And it told him the part which was needed would be hard to get. He says he asked IPA what he needed to do to maintain his boiler to a suitable standard. And he says IPA couldn't tell him. Mr B says this left him in a position where he doesn't know whether his boiler will be covered in the future.

Mr B also says the boiler was serviced by the previous owner of his home. And he says he's now had to replace the boiler because he's been waiting too long for the matter to be resolved.

IPA says its engineers concluded the boiler was beyond repair due to lack of maintenance. It says there's £844 left on the financial limit under Mr B's policy. But it says the fact that Mr B's now replaced the boiler proves its engineer's diagnosis that it couldn't be repaired. And it says Mr B's policy doesn't provide benefits for replacement boilers, only emergency repairs. So, it says it isn't convinced it's fair to make it pay a contribution towards a replacement boiler, in these circumstances.

I see Mr B moved into his home in December. And the previous owner gave him written evidence that the boiler had been serviced in April. The service record shows the status of the boiler as 'system ok'. I note IPA's engineer said if the boiler had been maintained, it wasn't done properly. But he didn't explain why he reached this conclusion in his report. So, on balance, I think it's likely the boiler had been properly maintained.

Mr B's policy doesn't cover equipment that hasn't been serviced in accordance with the manufacturer's instructions. I haven't seen any manufacturer's instructions for Mr B's boiler.

But I think the evidence that it had an annual service by a qualified engineer shows it had a reasonable level of servicing. So, I don't think it was fair for IPA to decline Mr B's claim on this basis.

Mr B's policy doesn't have a clause entitling IPA to decline claims on the basis that it considers equipment to be beyond economic repair. So, I don't think his claim could properly be declined on this basis. I note IPA's comments that Mr B's policy doesn't cover benefits for replacement boilers. But I think Mr B's explained that he decided to replace the boiler because of the time this matter was taking to be resolved. And I think this was reasonable, in the circumstances.

So, for all of these reasons, I think it's fair and reasonable for me to ask IPA to pay Mr B's claim, up to the £1,000 limit under his policy, taking into account the cost of the work it's already carried out.

my final decision

I uphold Mr B's complaint against Inter Partner Assistance SA. It must pay him up to the claim limit of 1,000 under his policy, taking into account the cost of the work it's already carried out.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 1 October 2016.

Robert Collinson
ombudsman