

complaint

Mr R complains about how Inter Partner Assistance SA (IPA) dealt with his claim under his home emergency insurance policy.

In this decision I'll refer to IPA's agents as IPA.

background

Mr R contacted IPA as his oil boiler wasn't firing up. Its engineer found that the oil tank had run dry. The engineer removed air locks and blockages in the system and left it running. About a month later Mr R told IPA there was a smell of oil inside his house. A second engineer attended and said the problem was with the installation. The filter was upside down, the service record confirmed the nozzle hadn't been changed in line with the manufacturer's instructions and pipework needed changing.

IPA told Mr R it wouldn't repair the oil leak under the policy as there was no cover for claims relating to installation problems.

Mr R complained to us. He believed that the first engineer must have mistakenly disturbed the pipework causing the oil leak. And he said under the terms of the policy IPA should have fixed the leak. Instead it left him and his family with oil fumes which were uncomfortable and possibly dangerous. He'd paid for the repairs to be done but thought IPA should pay him those costs. He also wanted the policy premiums refunded as a goodwill gesture.

Our adjudicator thought Mr R's complaint shouldn't succeed. The policy only covered emergency work. The policy excluded work for a defect caused by a 'failure to comply with industry recognised standards'. And for boilers the policy excluded 'a foreseeable breakdown caused by improper maintenance'. She thought IPA hadn't delayed in dealing with the claim as it had correctly told Mr R about the problem around the time of its second call out.

Mr R didn't agree. He said the boiler had been serviced annually in line with industry standards and there had been no negligence by the installer, service people or repairers. He'd taken out the policy in the 'utmost faith' and IPA agreed the policy. IPA failed to uphold the contract to help him with a home emergency.

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'm not upholding Mr R's complaint and will explain why.

There's no evidence that the oil leak was caused by IPA's first engineer. There's a report on IPA's file from another engineer that says the boiler had 'a substandard installation as there is an oil filter which is upside down and no support on the pipework rendering it subject to leaks on the joints, which is what has happened'. The engineer's report also says Mr R should contact the boiler's installer and have the situation remedied by them as it's an installation fault.

I understand this report is from IPA's second engineer who went to Mr R's home rather than the engineer Mr R paid for privately. But from the evidence there appears to be no dispute that both Mr R's private engineer and the second IPA engineer believe the oil leak to have been caused by poor installation. IPA didn't do the installation.

The policy does exclude cover for any defect caused by non compliance with industry recognised standards. That would reasonably include pipework that hadn't been installed to the correct standard. So IPA acted fairly in saying that the work needed to repair the oil leak wasn't covered by the policy.

I don't think IPA did leave Mr R in a dangerous situation. I've no doubt the oil leak and fumes were unpleasant. But I note from IPA's file that Mr R told it there had been a smell of oil for a couple of weeks. He hadn't called it sooner due to work commitments and time constraints, but I think if the smell was too uncomfortable Mr R would have contacted IPA sooner. And, importantly, once IPA knew about the problem there's no evidence it delayed in sending an engineer to Mr R's home or telling him that there was no cover for the work required. He then knew he had to pay for the work privately to have the leak repaired which he could do as soon as possible.

There's no basis for me to award any compensation or say IPA should refund the premiums. I think IPA gave Mr R the service it agreed to provide under the home emergency policy.

my final decision

I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 28 October 2016.

Nicola Sisk
ombudsman