

complaint

Mr B complains that Inter Partner Assistance SA damaged his boiler and caused it to need replacing when attending to carry out a repair under his home emergency insurance policy.

background

Mr B reported a fault with his boiler and an IPA engineer attended to repair it.

Mr B later needed to replace the boiler because it was damaged beyond repair.

Mr B believed IPA's actions had caused the boiler to need replacing. And he was unhappy because of the time he'd been left without heating.

IPA paid £874 towards the cost of Mr B's new boiler. And it paid him £350 compensation for its delays in dealing with the matter. But Mr B thought IPA should pay the whole cost of replacing his boiler. So, he complained to this service.

Our adjudicator thought Mr B's complaint shouldn't be upheld.

Mr B disagreed with the adjudicator's conclusions, so the matter's been referred to me to make a final decision.

I recently issued my provisional findings on this complaint. I explained that I thought Mr B's complaint should be upheld because I'd seen a report from an independent expert which concluded the damage to Mr B's boiler was caused by IPA's actions.

So, I was minded to conclude Mr B's boiler probably needed replacing due to damage caused by IPA. And that IPA should pay Mr B the full cost of replacing the boiler, provided he gives it the receipt for this work. I was also minded to conclude IPA should pay Mr B £350 compensation for its delays in dealing with the matter.

This was different to the adjudicator's opinion, so I invited both parties to comment and provide any additional evidence for me to consider.

A copy of my provisional decision is attached and forms part of this final decision.

my findings

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

In response to my provisional decision IPA has said the first attendance by its engineer related to a leak from Mr B's water tank, rather than a problem with the boiler. IPA says it subsequently transpired that this leak had damaged the electrics in the boiler. It says a number of faulty parts were diagnosed, but because of the age of the boiler, some parts were obsolete, making it difficult to repair. IPA also says it isn't unreasonable to assume the presence of the leak in the first place and in that location would've caused damage to the boiler.

Mr B says when the engineer attended on 28 March the pipe the water was leaking from was directly connected to the boiler and not to the tank or the hot water cylinder. He says all the engineer did was to take photographs on his phone of the parts he said he would have to order. And he left, leaving the pipe leaking. He says the emergency still existed and it hadn't been alleviated or any temporary repair carried out.

Mr B also says the blow out of the electrics and the boiler not working came to his attention when he awoke on the morning of 30 March.

The report from the independent engineer, referred to in my provisional decision, says the boiler was left operating for eight days after IPA attended with continuing water leakage from the safety relief valve, which needed replacing to prevent leakage. And since the boiler operated on a sealed system, it had limited water capacity and if allowed to continue leaking would cause boiler failure. The engineer concluded that all of the defects subsequently found would also arise because of overheating due to water leakage from the sealed system.

Taking the engineer's report, together with the information Mr B's given us, I'm satisfied it's most likely the damage to Mr B's boiler would've been prevented if IPA had dealt appropriately with the leak when its engineer attended on 28 March. Mr B's boiler was so badly damaged as a result of the leak continuing that it needed replacing.

So, I think it's reasonable for me to ask IPA to pay the full cost of that work. And to pay Mr B £350 compensation for the trouble and upset he experienced as a result of its delays in dealing with his claim.

my final decision

I uphold Mr B's complaint against Inter Partner Assistance SA. It must pay Mr B the full cost of replacing his boiler, provided he gives it the receipt for this work. And it must pay Mr B £350 compensation for its delays in dealing with his claim.

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

Robert Collinson
ombudsman

copy of my provisional decision

complaint

Mr B complains that Inter Partner Assistance SA damaged his boiler and caused it to need replacing when attending to carry out a repair under his home emergency insurance policy.

background

Mr B reported a fault with his boiler and an IPA engineer attended to repair it.

Mr B later needed to replace the boiler because it was damaged beyond repair.

Mr B believed IPA's actions had caused the boiler to need replacing. And he was unhappy because of the time he'd been left without heating.

IPA paid £874 towards the cost of Mr B's new boiler. And it paid him £350 compensation for its delays in dealing with the matter. But Mr B thought IPA should pay the whole cost of replacing his boiler. So, he complained to this service.

Our adjudicator thought Mr B's complaint shouldn't be upheld.

Mr B disagreed with the adjudicator's conclusions, so the matter's been referred to me to make a final decision.

my provisional 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 currently minded to uphold Mr B's complaint and I'll explain why.

Mr B has given us a report from an independent engineer which summarises the chronology of events. The report says the boiler was left operating for eight days after IPA attended with continuing water leakage from the safety relief valve, which needed replacing to prevent leakage. And since the boiler operated on a sealed system, it had limited water capacity which if allowed to continue leaking would cause boiler failure. The engineer concludes that all of the defects subsequently found would also arise because of overheating due to water leakage from the sealed system.

IPA says it challenges the factual accuracy of the chronology of events and the other key facts set out in the engineer's report. And it says the report is too heavily reliant on information from Mr B, rather than being based on an examination of the boiler.

An independent expert has concluded the damage to Mr B's boiler was caused by IPA's actions. IPA challenges this conclusion. But it hasn't told us why it challenges the factual accuracy of the chronology of events in the report. Or why (if the chronology is correct) it challenges the engineer's diagnosis of what caused the damage to the boiler.

So, I'm currently minded to conclude Mr B's boiler probably needed replacing due to damage caused by IPA. And that IPA should pay Mr B the full cost of replacing the boiler, provided he gives it the receipt for this work. And it should pay him £350 compensation for its delays in dealing with the matter.

my provisional decision

For the reasons set out above, but subject to both parties' responses to this provisional decision, I'm currently minded to uphold Mr B's complaint against Inter Partner Assistance SA. And to ask it to pay Mr B the full cost of replacing his boiler, provided he gives it the receipt for this work. And to pay Mr B £350 compensation for its delays in dealing with the matter.

Robert Collinson
ombudsman