

complaint

Mr J complains that Inter Partner Assistance S.A. failed to fix his boiler under a home emergency policy.

background

Mr J lives in a multi-storey building. He had a policy branded with the name of a bank. The home emergency section was underwritten by IPA. It sent engineers on several occasions. Mr J complained that it left his family with no central heating.

The adjudicator recommended that the complaint should be upheld in part. She concluded that IPA left Mr J without heating for three weeks until it completed the first repair. She recommended that IPA should pay Mr J £150 compensation for the delay.

IPA disagrees with the adjudicator's opinion. It says it is difficult to source parts over the Christmas period, but it only took eight working days.

Mr J also disagrees with the adjudicator's opinion. He says his relatively new boiler sprang a leak and IPA repaired it. It leaked again and IPA repaired it again. But it leaked again and IPA should guarantee its repair, he says.

my findings

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

Mr J reported a leak in the week leading up to Christmas. IPA sent an engineer who found that parts were needed. He ought – in my view – to have noted that the heating was not working and Mr J had a child.

I accept that it was a difficult time of year for all concerned. But I consider that IPA should take some responsibility for the fact that its engineers sourced a part which was not satisfactory and had to be returned. So I am not satisfied that it took until mid- January to carry out the repair. The engineer fitted a new pressure vessel and pressure relief valve. Mr J had to pay the cost beyond the policy limit of £250.

Only a couple of days later, Mr J reported that the boiler was leaking again. IPA's engineer attended the same day and logged this as a: *“Completely separate issue”*.

In the absence of technical evidence from Mr J, I accept on balance that it was a new issue. The engineer fitted a new inlet pipe within a week.

But a few days later Mr J reported that his boiler was leaking and the pressure was too high. IPA arranged for a different company to repair the boiler again at the end of the month.

Yet again only a few days passed before Mr J reported continuing problems. IPA again sent an engineer. But the engineer said it would be necessary to replace the pressure relief pipe - which required access from external scaffolding costing over £2,000.

I do not doubt that Mr J is frustrated by the situation in which he finds himself. But he has not provided sufficient technical information to persuade me that IPA caused it. And the terms of the cover included the following:

“Covers

*Cost of the qualified person
chosen by us to deal with the
emergency in respect of the
call-out charge, labour and
any materials necessary.*

***The most we
will pay for any
single event
£250”***

Therefore I do not conclude that IPA is responsible for the cost of putting right the pressure relief pipe.

But I have found that IPA bears some responsibility for the three-week delay over Christmas. No doubt this caused Mr J some upset and put him to some inconvenience. Overall, I agree with the adjudicator that £150 is fair and reasonable compensation for this.

my final decision

For the reasons I have explained, my final decision is that I uphold this complaint in part. I order Inter Partner Assistance S.A. to pay Mr J £150 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr J to accept or reject my decision before 23 February 2015.

Christopher Gilbert
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