

complaint

Mr L complains about how Inter Partner Assistance SA ('IPA') has dealt with a claim under his home emergency policy. He's unhappy with the contribution IPA has offered towards the cost of replacing his boiler.

background

Mr L made a claim on his home emergency policy after he replaced his boiler in March 2015. IPA offered Mr L £200 towards the cost of the replacement. But Mr L wants IPA to make a larger contribution because he believes its engineers hadn't spotted previous damage to the boiler.

IPA's engineer undertook a gas safety check and passed the boiler in 13 November 2014. On 18 November, Mr L's tenant contacted IPA because the boiler had broken down. It was repaired the next day. No fault with the flue was identified on either of those occasions.

In March 2015, Mr L contacted IPA again about a problem with the boiler. He says it was the same problem as had been reported in the previous November. IPA's engineer attended the next day, replaced a part and recommended that Mr L should arrange further repairs, which were not covered under the policy. He specifically identified the leaking flue, and the need for a powerflush. The engineer put a warning label on the boiler.

Mr L's own engineer looked at the boiler and concluded it was beyond economical repair. His report says that the flue wasn't properly supported and various parts of the boiler were corroded.

Mr L feels IPA's engineers should have noticed in November 2014 that a fault with the flue was causing rust to circulate through the system. He doesn't think the boiler and flue should've been passed as OK at the time of the gas safety check. Mr L says if they had spotted the damage, he would have fixed it and the boiler would not then have needed to be replaced. Because of this, Mr L asked IPA to make a significant contribution towards the cost of replacing the boiler.

IPA offered Mr L £200 towards that cost. It also offered him £130 compensation. This was because it had given him conflicting information about whether the repairs it had recommended were covered under his policy. IPA also offered to cover the cost of Mr L's safety check with his own engineer. Our adjudicator thought this offer was fair, but Mr L disagreed and wants IPA to offer more than £200 towards the new boiler.

So this has come to me for 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.

The policy specifically says that '*sludge/scale/rust within the system*' isn't covered. It also says that its engineer may diagnose additional maintenance work that is needed in order to prevent future breakdowns (and uses as an example, the situation where there is a build-up of sludge/scale/rust resulting in the system needing cleaning). And this is what happened on the March 2015 visit.

IPA has said that its engineers didn't make a note of any damage to the flue in November 2014. And the report provided by Mr L's engineer in March 2015 doesn't indicate for how long the damage might have been visible and in need of attention, although he does say that in his opinion the damage had '*occurred over a period of time due to flue residue leaking out of the unsupported flue pipe*'. Mr L's engineer also reported that the flue didn't seem to have been fitted in accordance with manufacturer's instructions with regard to support brackets. His report suggests that certain steps hadn't been taken after installation of the boiler to flush it out or remove chemicals required for cleaning, as required by the manufacturer's instructions.

So while I understand Mr L's concern, I don't think there's enough evidence to show that the corrosion damage would have been obvious in November 2014, or even if it had, that it was any failure by IPA's engineers to identify or act on it which led to the boiler having to be replaced when it was. That means, I'm not satisfied that IPA has done anything wrong.

The terms and conditions of Mr L's policy say that when a boiler that is more than seven years old is deemed to be beyond economical repair, IPA will make a contribution of £200 towards the cost of a new boiler. I think IPA has treated Mr L fairly by offering the £200 he is entitled to under his policy. I also think that IPA has handled Mr L's claim fairly by offering to reimburse him for the cost of his own safety check along with the additional £130 to recognise any disappointment or inconvenience caused by IPA giving him incorrect information.

my final decision

For the reasons I've given, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr L to accept or reject my decision before 25 September 2015.

Helen Moye
ombudsman