

complaint

Mr S has complained, through his daughter Mrs M, about the way Inter Partner Assistance SA (IPA) dealt with a claim he made on his home emergency insurance policy.

All references to IPA include its agents.

background

Mrs M made a claim to IPA on Mr S's behalf because he had no hot water or heating. She said her father is seriously ill and this needed urgent attention. IPA sent an engineer to the property the following day who managed to get the heating to work again. Mrs M says when the engineer was there he also did some work on the radiators, which hadn't been working.

Mrs M said the heating stopped working again a day or so later. She reported this to IPA two days later. IPA told Mrs M that the water in the boiler had been contaminated and contained sludge so it wasn't going to cover any further repairs to the boiler until it was power flushed. It said a power flush wasn't something that the policy covered.

A few days later Mrs M told IPA that one of the radiators was leaking and as a result the carpets needed replacing. She said this made her father's house very damp and made him more unwell. IPA said it could arrange for another engineer to cap the radiator so it would stop leaking but repeated that it wouldn't provide any cover in relation to the boiler.

IPA arranged for a different engineering company to attend the following day. It capped the radiator and it also checked the boiler. It also said that a power flush was needed and that the water in the boiler was badly contaminated.

Mrs M complained and provided IPA with a quote for around £2,000 to replace the boiler and also a quote for around £1,000 to replace the damaged carpet.

IPA upheld the complaint in part. It maintained that a power flush wasn't covered under the policy. It told Mrs M it would consider a further engineer's opinion if she wanted to obtain one. It offered to pay for half of the cost to repair the carpet. It said the first engineer denied doing anything to the radiator and as there was no way of confirming whether that was the case or not it felt this was the fairest thing to do. It also offered £100 compensation for distress and inconvenience.

Mrs M didn't agree and complained to us. She said she wanted to be reimbursed for the cost of the new boiler and the carpets as well as additional compensation including for making her father very ill. Our investigator thought IPA had done enough to address the complaint. Mrs M disagreed and asked for an ombudsman's 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.

Mrs M has told us that she is Mr S's carer and that he suffers from a terminal illness as well as another serious condition. I can appreciate that this would've made an already stressful situation even more difficult for both for Mrs M and Mr S. I've listened to a number of calls between Mrs M and IPA and I can see that Mrs M has tried hard to ensure the complaint

was fully investigated but also that her father didn't go through any further unnecessary stress.

As explained by our investigator we are an impartial service and we make our decisions based on the evidence available to us which may include the policy, each party's version of events and expert evidence whilst having regard to matters like standard industry practice and the law. Despite having a lot of sympathy for Mr S and Mrs M's situation, after considering all the available evidence, I don't think this is a complaint I can uphold.

the boiler

Mr S's policy doesn't cover any loss or damage that results from lack of maintenance and it also doesn't cover the cost of a power flush if one is deemed necessary. These terms aren't unusual in home emergency policies and we think it's fair and reasonable to allow insurers to rely on them.

The only expert engineering evidence I'm aware of in this case is from IPA's engineers. They both said that the water in the boiler had become contaminated and that a power flush was necessary. As there is no other expert evidence to contradict this, I think IPA acted reasonably when it said it wouldn't be able to provide further cover until a power flush was carried out.

I note that it told Mrs M that it would be prepared to consider a further opinion if she provided one and I think this was fair. I appreciate that Mrs M's priority was her father's welfare and from what I understand she replaced the boiler instead. And though I can fully understand Mrs M's actions, I don't think IPA has to cover the cost of a new boiler. This wouldn't be something that is covered by the policy which would only pay up to £250 towards a new boiler if the old one was beyond economical repair. From what I understand, this wasn't the case here.

the carpets

I've listened to Mrs M's call when she reported the claim. She told IPA that there was no heating or hot water and also that one of the radiators wasn't working. Mrs M says this shows that IPA's engineer must've looked at the radiator which was later leaking because that's one of the things he was there to fix. And she also said she was there when the engineer visited the property and saw him check the radiators.

IPA says it has no record of its engineer trying to repair the radiator. And, from what I've seen, there's nothing in its file or in any of the engineer's notes that says the engineer worked on any of the radiators.

IPA said as there is no evidence either way it offered Mrs M half of the repair costs for the carpet. I think this is fair and I'll explain why. I don't necessarily disbelieve what Mrs M has said but at the same time without any written record I don't think it's possible to say whether the engineer checked the radiator. Also even if he did, without anything in writing, it's difficult to know whether what he did was the cause of the leak or whether that was caused by something else. So there's no direct evidence that the engineer caused the leak which damaged the carpets.

As I said above I have a lot of sympathy for Mr S and Mrs M's situation but for the reasons I've given, I'm not upholding this complaint.

my final decision

For the reasons above, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 February 2019

Anastasia Serdari
ombudsman