

complaint

Mr L complains that Inter Partner Assistance SA (IPA) failed to repair his boiler and that the delays involved caused further damage.

background

Mr L contacted IPA on 1 October 2012 as a leak he had noticed in the second week of September 2012 had got worse and had started to cause his heating system to lose pressure.

An engineer attended on 2 October 2012 due to Mr L being out of the country, he had arranged for a representative to be present. The engineer diagnosed that the leak was coming from the secondary heat exchanger and switched the boiler off for safety reasons.

Due to the availability of Mr L's representative and the engineers, an appointment was arranged for 15 October 2012 to fit the replacement heat exchanger.

The engineer attended on 15 October 2012 but due to access issues, was unable to fit the new heat exchanger. The engineer carried out some further work which stopped the leak and restored the boiler.

Mr L's representative contacted IPA on 24 October 2012 as the boiler had started to leak again and the hot water and heating had stopped working. An appointment was arranged for 31 October 2012.

An engineer attended on 31 October 2012 at which time Mr L had returned and had been expecting the engineer to remove the boiler from the wall in order to gain access to the necessary parts. The engineer diagnosed that there was a new leak which was coming from the main heat exchanger and that this leak was affecting other parts of the boiler.

Mr L contacted IPA as despite adjustments made by the engineer, the boiler was still leaking. IPA said that it would obtain the parts and also said that the cabinet around the boiler would need to be removed by Mr L before the repairs could be carried out.

Mr L said that the boiler stopped leaking on 1 November 2012.

An engineer did not attend until 13 November 2012 due to delays caused by the engineers contacting Mr L's representative despite being given Mr L's details. The engineer that attended inspected the interior of the boiler and diagnosed that the boiler could not be repaired due to the amount of corrosion inside.

Mr L complained to IPA as he believed that the corrosion had been caused by the delays in resolving the leak and requested that IPA replace his boiler. Mr L also believes that the corroded cover the engineers had taken photos of was not from his boiler.

IPA declined to replace the boiler as it believed that the corrosion had been caused over a considerable amount of time and that the delays would not have caused this. IPA accepted that there had been delays during the claim and a lack of communication and offered to pay Mr L £400 compensation and to refund a total of £29.98 which was the two premium payments collected since the diagnosis plus interest.

Mr L declined the offer and brought the matter to our service for consideration.

Our adjudicator believed that the level of service provided by IPA was poor but did not believe that there was enough evidence to show that the level of corrosion found in the boiler had been caused by the delays. In addition, she felt that even if the sole cause of the corrosion was the leak, a lot of this would have been caused prior to Mr L reporting it to IPA. Our Adjudicator also considered the photographs provided by Mr L and IPA and did not believe that parts shown were different as both showed the same corrosion inside the boiler. Because of this, she considered IPA's offer to be fair and reasonable.

Mr L did not agree with our adjudicator and requested that the matter be referred to an ombudsman.

my findings

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

As I understand it, IPA believes that the corrosion in Mr L's boiler has occurred over a long period of time and not between 1 October 2012 when the leak was reported and 13 November 2012 when the boiler was deemed as beyond repair. Mr L has said that IPA did not carry out an annual service in 2012 and that if it had it might have detected the leak and prevented the corrosion in the boiler. IPA has said that the policy renewed on February 2012 and it had scheduled the annual service to be carried out in October 2012.

I now refer to the policy terms and conditions, specifically the section relating to boiler services which states:

"We will arrange with you a date for this service during the period of cover. Please note services are undertaken Monday to Friday, 9am to 5pm generally between spring and autumn."

I understand Mr L's point that had the service been carried out earlier, it might have meant that the leak could have been detected sooner.

However, in view of the terms and conditions and given that the 12 month policy period began in February 2012, I am satisfied that IPA have not failed to provide the annual service as the policy only states that the service will be carried out during the policy period. It is unfortunate in this case that the leak occurred prior to the annual service being arranged.

Mr L has said that he believes that the corrosion in his boiler happened over a short period and that it was the delays caused by IPA that caused the level of corrosion to mean that his boiler was beyond repair.

While I have not been provided any expert evidence to clearly show whether the corrosion had been caused over a short period or long period of time, if I was to accept that the corrosion had been caused by the leak Mr L reported on 1 October 2012, I would also need to consider that Mr L had identified the leak in the second week of September 2012. This would mean that the leak would have been occurring for between two-three weeks before it was reported to IPA and would have been causing corrosion.

IPA attended within 24 hours of the call and identified the cause of the leak and shut the boiler off. During this period, Mr L was not able to be present as he was out of the country and there is no mention as to whether the leak continued after it was shut off. I understand that there was a delay in the engineer returning following this, however, I am satisfied that

IPA is not solely responsible for this and is also a result of the availability of Mr L's representative.

When IPA's engineer attended on 15 October 2012 he was unable to carry out the expected repairs but did stop the leak and restore the boiler to working order, following this, the boiler apparently operated without leaking for two weeks. Mr L reported the leak on 30 October 2012 which was diagnosed to be a new leak. He has also said that this stopped on 1 November 2012 after the engineer had turned off the cold water inlet valve.

Whilst it is clear that there were delays in IPA attending to the emergency, in view of the above, I am satisfied that leak was not on going for the entire time of the claim and that IPA had actually stopped the original leak. Because of this, I cannot be satisfied that it IPA is responsible for all of the corrosion in the boiler. Whilst the delays might have caused additional corrosion that meant the boiler became beyond repair, it is likely that the two weeks prior to the leak being reported was also a significant contribution to this.

I also understand that Mr L believes that the engineers brought an identical cover for his boiler in to his property and took pictures of this claiming that it was from his boiler and was more corroded than his boiler actually was. Both IPA and Mr L have provided pictures of the boiler. The pictures provided by Mr L focus on the white outer cover of the boiler, whereas the pictures provided by IPA focus on the insides of the boiler and the silver inner cover. Having compared the pictures of the boiler's interior and silver inner cover provided, I am satisfied that the pictures are probably of the same boiler and show the same level of corrosion.

my final decision

For the above reasons, my final decision is that I do not uphold this complaint. I make no award against Inter Partner Assistance SA other than to endorse the offer to pay £429.98 compensation.

Christopher Tilson
ombudsman