

## **complaint**

Mr D and Mrs C-D complain that Inter Partner Assistance SA (IPA) failed to respond in a timely manner when their boiler broke down and later declined their claim for repair or replacement.

## **background**

Mr D and Mrs C-D's boiler broke down on 1 March 2018. They have a home emergency cover with IPA.

Mr D says he tried to contact IPA to ask for an engineer to attend on several occasions between 2 March and 5 March, but couldn't get through. He finally made contact on 5 March and an engineer attended on 6 March.

Mr D says that his family were without heating and hot water during that period, when there were extremely low temperatures. This was difficult for them, particularly given his poor health.

IPA declined Mr D and Mrs C-D's claim on the basis of the engineer's report, which said the boiler hadn't been maintained properly and was in very poor condition.

Mr D and Mrs C-D made a complaint to IPA. He wasn't satisfied with the outcome, so complained to us. Our investigator looked into and didn't think IPA had done anything wrong.

Mr D and Mrs C-D disagree and have asked for a final decision from an ombudsman.

## **my findings**

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

I know that Mr D and Mrs C-D will be disappointed, but I am not going to uphold their complaint. I'll explain why.

Early March 2018 was a period of extremely bad weather in the UK. It's understandable if IPA's emergency cover phone lines were very busy at that time. Mr D says he tried to call them between three and five times in four days (2-5 March) and waited on the phone for up to an hour.

I can sympathise with Mr D. I have no doubt this was a very frustrating experience for him. But I have to ask whether IPA acted unfairly or unreasonably. In all of the circumstances – and given the extreme cold weather at the time and the likely level of demand on their service - I don't think we can conclude that they did.

When Mr D did make contact, on 5 March, an engineer was with him within 24 hours, in line with IPA's service level agreement.

So, I'm satisfied the delays in getting an engineer out to visit Mr D and Mrs C-D weren't unreasonable in the circumstances.

The policy clearly sets out what it does and doesn't cover. Boiler and central heating system cover is set out on pages 42-43. It's very clear that the policy doesn't cover:

*“Repair or replacement of boilers that have been declared as **Beyond Economical Repair by Our Authorised Contractors...**”*

or

*“Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler... which has not been properly maintained in accordance with manufacturer's instructions.”*

The engineer who attended Mr D and Mrs C-D's home on 6 March reported that the boiler was in such poor condition that it was 'beyond economical repair'. And that Mr D couldn't provide any proof at the time that the boiler had been maintained or serviced.

When we later asked Mr D and Mrs C-D whether they had any proof of maintenance, such as service certificates, Mr D admitted that the boiler hadn't been maintained or serviced in the time they had owned the house. They bought the house in March 2016.

So, I don't think it's unreasonable for IPA to decline Mr D and Mrs C-D's claim based on the terms of the policy. And I can't say the relevant sections of the policy (as set out above) are unreasonable or unusual.

If a boiler isn't maintained or serviced, it's more likely to break down. And so the risk to an insurer is much higher. So, it seems to me that IPA are well within their rights to specify that the policy won't cover boilers that aren't properly maintained.

Mr D has said there are reasons why the boiler wasn't maintained. He experienced ill health during the period between March 2016 and March 2018. And the house was also flooded at one point, which meant the family lived elsewhere in late 2017 and early 2018.

I'm sorry Mr D experienced problems with his health. And I'm sorry that the house was flooded and needed extensive repairs. But the fact remains that the boiler wasn't maintained or serviced for a full two years – at least – which made the risk of a break down much higher.

Mr D and Mrs C-D would – or should – have known that their policy wouldn't cover their boiler in these circumstances. And I'm not convinced that the problems they experienced meant they couldn't arrange maintenance for two years.

So, I don't think IPA have acted unfairly or unreasonably in declining Mr D and Mrs C-D's claim.

**my final decision**

For the reasons set out above, I don't uphold Mr D and Mrs C-D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs C-D to accept or reject my decision before 12 October 2018.

Neil Marshall  
**ombudsman**