

complaint

Mr C complains that Inter Partner Assistance SA ("IPA") was slow to arrange for his boiler to be repaired, and then overcharged him.

background

Mr C had a home emergency insurance policy which was underwritten by IPA. In January 2014, his central heating boiler became noisy so that he had to switch it off. He phoned IPA, who arranged for an engineer to attend. He said the fault lay with the fan. He greased this, and left the boiler working. However, the next day the boiler stopped working.

The following day, another engineer attended. He decided that a new fan was required but as it was a Sunday, could not order one. He could not get the boiler working temporarily, but left Mr C two fan heaters. The next day, Monday, the engineer told Mr C that the cost of fitting the new fan would be £332.72. As the limit payable under his IPA policy was £250, Mr C would have to pay the excess of £82.72. Mr C agreed, and the new fan was ordered and fitted that day.

After the new fan was fitted and tested, the system was still not working properly, and a faulty gas valve was identified. A further visit was required for this to be replaced. Some ten days later, the boiler broke down again. This time a faulty pump was identified and replaced.

Mr C complained to IPA. He said that he should be compensated for the delays in repairing his boiler. The engineer should have brought a replacement fan with him on the second visit, as Mr C had told IPA when he rang them that the fan was at fault. He also said that he had been overcharged for the initial repair. He had spoken to the engineer's firm, who said Mr C could have ordered a new fan himself, and the engineer would have fitted it. This would have reduced the cost to about £170. So he asked IPA to refund the excess of £82.72 he had paid.

IPA acknowledged that there had been some delay in carrying out the repairs, and offered Mr C £125 as compensation for the inconvenience he had suffered. However it refused to refund the excess. Mr C did not accept the compensation offered, and brought the present complaint.

Our adjudicator did not recommend that this complaint should be upheld. She agreed that there had been delays in identifying and dealing with the faulty fan. However, IPA had explained that the engineer had not charged for the first visit to Mr C. It had charged for two visits - one to diagnose the fault, and the other to fit the new fan - and the cost of the fan.

Although Mr C had told IPA that the problem was a faulty fan, the engineer would always have to diagnose the fault himself and then return with the part to fit it. So two visits would always be required. The engineer's firm denied having said it would fit parts sourced by a customer. It sourced parts from a trusted supplier who provided a 12 month guarantee, and would not fit parts from elsewhere.

She considered that IPA had acted fairly in treating the faulty gas valve as a separate fault and so not subject to the initial excess of £250. She did not consider that IPA was required to refund the £82.72 Mr C had paid. She said that the £125 compensation IPA had offered was fair and reasonable in the circumstances.

Mr C responded to say, in summary, that:

- if the faulty fan had been dealt with on the first or second visit, the cost would have been much less than £250, so he would not have had to pay any excess;
- all the issues with the boiler were the result of the poor work done by the original engineer, and not separate claims; and
- the engineers had said they would fit a fan if he bought it elsewhere; and
- he had separately asked the same engineers for a quote to supply and fit a replacement fan, and had been given a figure of £190.47 (including VAT) which was less than £250.

my findings

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

I agree that the engineers could have dealt with the faulty fan sooner than they did. As a result, Mr C had to spend some days in January without central heating, which would not have happened if the engineers had acted more professionally. However, I consider that the problems with the gas valve and the pump were separate and unrelated faults, and did not arise out of the actions of the engineers.

I have considered carefully what Mr C has said about the engineer's firm agreeing to fit a part supplied by him. The firm says that it does not have a recording of the relevant phone call, and denies that it would ever do this. On balance, whatever Mr C believes was said, given the risk to the firm if such a part later failed, I consider that it is unlikely that it would agree to this.

I accept that the engineers will always want to make their own diagnosis of a fault. Given that they do not carry unlimited spare parts, this means two visits are always likely to be required. I am not persuaded that the price they have charged for the replacement fan is unreasonable. Accordingly I do not consider it would be reasonable for me to require IPA to refund the £82.72 it has charged Mr C.

I conclude that the compensation of £125 IPA has offered Mr C for the inconvenience he suffered is fair and reasonable in the circumstances.

my final decision

For the reasons I have set out above, my decision is that I do not uphold this complaint. I simply leave it to Mr C to decide whether he now wishes to accept the compensation of £125 that he has previously been offered.

Lennox Towers
ombudsman