

## **complaint**

Mr A complains about the service he received from Inter Partner Assistance SA under his home emergency insurance policy.

## **background**

Mr A complained to IPA about this matter. And, being unhappy with its response, he complained to this service.

Our investigator thought Mr A's complaint should be partly upheld. She said IPA should contribute £1,000 towards the £1,400 he'd paid for a new boiler.

IPA disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

I recently issued my provisional findings on this complaint. I explained I was minded to conclude I couldn't determine it was most likely IPA damaged Mr A's boiler, resulting in it needing to be replaced. I said the information I'd seen indicated it was at least as likely that the boiler was already beyond economical repair before IPA attended.

But I was minded to conclude Mr A was caused some trouble and upset as a result of an inexperienced engineer attending on 2 January 2017 and wrongly indicating only a new diverter valve was needed to fix the boiler. And I was minded to conclude it would be reasonable for me to require IPA to pay Mr A £100 compensation to reflect the trouble and upset he'd experienced.

So, I was minded to partly uphold his complaint on this basis.

This was different from the investigator's opinion, so I invited both parties to comment and provide any additional evidence for me to consider.

A copy of my provisional decision is attached and forms part of this final decision.

## **my findings**

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

In response to my provisional decision Mr A says he's unhappy I didn't specifically refer to the photos he gave us showing the condition of his boiler after the second IPA engineer attended on 4 January 2017. And he questions why the second engineer would've tried to fix the boiler if it was already in such a poor condition.

Mr A also says he's unhappy because he thinks some of the matters referred to in my provisional decision are untrue. And he says the proposed £100 compensation's completely inadequate.

I've noted Mr A's comments and I acknowledge he feels very strongly about this matter. I considered the photos he gave us together with all of the other information on our file before I made my provisional decision, although I didn't specifically refer to them in the decision.

I appreciate Mr A disagrees strongly with IPA's account of what happened, so it isn't surprising that he thinks my summary of the points it's made contains untrue information. But I also included a summary of the points Mr A's made in my provisional decision.

To require IPA to make a substantial contribution towards the cost of replacing Mr A's boiler I would need to be satisfied it's most likely IPA was responsible for it needing to be replaced. And, as I said in my provisional decision, the parties have given us two very different accounts of why it needed replacing. In these circumstances, I can't conclude it's most likely IPA damaged the boiler, resulting in it needing to be replaced. As I also said in my provisional decision the information I've seen indicates it's at least as likely Mr A's boiler was already beyond economical repair before IPA attended.

But I think Mr A was caused some trouble and upset as a result of an inexperienced engineer attending on 2 January and wrongly indicating only a new diverter valve was needed to fix his boiler. And I think it's reasonable for me to require IPA to pay Mr A £100 compensation to reflect the trouble and upset he experienced.

So, in these circumstances, I see no reason to change the conclusions set out in my provisional decision. And I partly uphold Mr A's complaint on that basis.

### **my final decision**

I partly uphold Mr A's complaint against Inter Partner Assistance SA. It must pay Mr A £100 compensation for the trouble and upset he experienced as a result of its poor handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 12 February 2018.

Robert Collinson  
**ombudsman**

### **copy of my provisional decision**

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Mr A complained to IPA about this matter. And, being unhappy with its response, he complained to this service.

Our investigator thought Mr A's complaint should be partly upheld. She said IPA should contribute £1,000 towards the £1,400 he'd paid for a new boiler.

IPA disagreed with the investigator's conclusions. So, the matter's been referred to me to make a decision.

## **my provisional findings**

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

I'm currently minded to partly uphold Mr A's complaint and to require IPA to pay him £100 compensation for the trouble and upset he's experienced. I'll explain why.

Mr A says he contacted IPA about a problem with his boiler. He says an engineer attended on 2 January 2017 and advised that new parts were needed. And he says a second engineer attended on 4 January to fit the parts.

Mr A also says the engineer who attended on 4 January fitted a new diverter valve, then he switched the boiler back on and there was an explosive sound. He says the engineer told him 'the boiler has fried up'. And he says the engineer spoke to his office and then took some photographs of the boiler and left.

In addition, Mr A said his boiler needed replacing as a result of IPA's gross negligence. So, he says it should pay for the full cost of his new boiler. He says it should also pay the installation costs and it should pay some compensation to him and his family.

IPA says the engineer who attended on 2 January was new and wouldn't be aware of what would and wouldn't be covered under Mr A's policy. It says the engineer didn't mention the boiler being beyond economic repair or requiring any parts other than a new diverter valve. And it says a more experienced engineer attended on 4 January, who reported that the boiler also required a new printed circuit board, a graphite seal for the combustion chamber, a large retaining clip for the pump and a new pressure valve and gauge. It says the engineer also reported that the boiler was showing evidence of being poorly maintained. And it says after the engineer left Mr A contacted it at 1pm to ascertain the progress of his claim and the repairs. But it says at this point he made no mention of any explosion or fire damage to the boiler.

IPA also says when it received the engineer's report and photographs these showed the boiler had been poorly maintained; there were marks evident on the inside of the boiler casing and there was dirt at the bottom of the boiler. It says it advised Mr A at 4.10pm that the boiler had been deemed as beyond economical repair. And it says it was during this call that he first mentioned an explosion happening when the engineer had been fitting the diverter valve and that he'd had heating and hot water before the engineer's visit. But it says when he'd first reported the problem with his boiler, Mr A had told it he had no heating or hot water and that he'd unsuccessfully tried re-setting the boiler.

In addition, IPA says the engineer told it that as the boiler wasn't firing at the relevant time, there couldn't have been an explosion. So, it says it feels it's resolved Mr A's complaint in a fair and reasonable way. And it isn't persuaded it should contribute further costs towards his replacement boiler, beyond the £100 it's offered him under the terms of his policy.

The parties have given us two very different accounts of what took place when the second IPA engineer attended Mr A's home on 4 January 2017. And why his boiler was deemed to be beyond

economical repair. From what I've seen I'm minded to conclude I can't determine it's most likely IPA damaged the boiler, resulting in it needing to be replaced. The information I've seen indicates it's at least as likely that the boiler was already beyond economical repair before IPA attended.

But I'm minded to conclude Mr A was caused some trouble and upset as a result of an inexperienced engineer attending on 2 January and wrongly indicating only a new diverter valve was needed to fix the boiler. And I'm minded to conclude it would be reasonable for me to require IPA to pay Mr A £100 compensation to reflect the trouble and upset he experienced. So, I'm minded to partly uphold his complaint on this basis.

**my provisional decision**

For the reasons set out above but subject to both parties' responses to this provisional decision I'm currently minded to partly uphold Mr A's complaint against Inter Partner Assistance SA. And I'm minded to require IPA to pay Mr A £100 compensation for the trouble and upset he experienced as a result of its poor handling of his claim.

Robert Collinson  
**ombudsman**