

complaint

Mrs L has complained about the handling of a claim by Inter Partner Assistance SA ('IPA') under the home emergency section of her home insurance policy.

background

Mrs L contacted IPA when her boiler stopped working. IPA's appointed engineer diagnosed the boiler as having a 'tight pump', and got it working again. Around a week later, the boiler broke down again. IPA's engineer attended the next day, and concluded that the boiler would need a new pump.

Three days later, the same contractor unsuccessfully tried to fit a standard pump. Two days after that, IPA's contractor came to fit the replacement pump that had been ordered. However, the contractor then diagnosed the need for a new printed circuit board (PCB). Mrs L was concerned that the PCB may have been damaged by the earlier work done when attempting to fit the standard pump. However, because Mrs L wanted her boiler to be fixed, she agreed to the PCB being replaced at the same time as the replacement pump was fitted.

The home emergency section of Mrs L's policy covers repairs for any one event up to a cost of £250. Where the repair costs more, IPA will only arrange it if the policyholder agrees to pay the excess over £250. IPA stated that the cost of replacing the pump was £330, and so Mrs L was asked to pay £80 towards this. Replacing the PCB cost a further £237.60, which Mrs L also had to pay under the policy terms – and so in total Mrs L paid £317.60 to get her boiler working again.

At the same time that IPA was arranging to carry out the repairs, Mrs L contacted the boiler manufacturer directly. The manufacturer confirmed that it would replace any parts required to ensure the boiler was operational again for £299, and that would include a free six months call out/repair policy. Mrs L asked IPA if it would allow the manufacturer to fix the boiler, so that she would pay £49 and IPA would pay the maximum cover amount of £250. IPA declined to agree with this proposal.

Mrs L complained to IPA about its handling of her claim. In particular she suggested that IPA's contractor may have damaged the PCB with its attempt to fit a standard pump. She was also unhappy that she considered the cost she had incurred included a labour charge relating to the unsuccessful attempt to fit a standard pump.

In response IPA accepted that repairing the boiler took more visits from its contractor than it would have expected. It did not agree that the PCB had failed due to negligence from its contractor. However, to reflect the service it had provided, it offered Mrs L £160 compensation (and I understand this amount has been paid to Mrs L). Unhappy with this response, Mrs L brought her complaint to this service.

Our investigator did not uphold this complaint. He appreciated why Mrs L considered that she may have been charged for unnecessary labour when the contractor attempted to fit the standard pump. He also considered the visit to fit the standard pump was unnecessary, as the contractor should have known that the boiler needed a specialist pump, which it had already ordered. However, the investigator didn't think it had been shown that the contractor caused damage to the PCB.

Overall, the investigator concluded that IPA had not caused unreasonable delays getting the boiler working. As IPA had paid Mrs L £160 compensation, this reduced her overall cost outlay from £317.60 to £157.60. The investigator considered IPA's offer represented an appropriate way to resolve this matter. He also said that under the terms of the policy, IPA was not required to cover the costs of any repairers appointed separately by Mrs L.

Mrs L's husband Mr L responded on her behalf that she did not accept these findings. He has commented that on the balance of probabilities, it is likely the fitting of the incorrect pump damaged the PCB. He considers the individual who attempted to fit that pump was not gas safe registered, making it more likely that he caused the PCB damage. Mr L has also highlighted that the contractor did not charge labour for fitting the PCB, and managed to source the PCB much quicker than the pump. He has suggested that this might have been because the contractor suspected it had damaged the PCB. Mr L has pointed out that IPA has not provided the contractor's job sheets, and says that consequently any doubt about the cause of the damage to the PCB should fall in his favour.

With regard to the time taken to obtain the replacement pump, Mr L says that he and his wife were not told this could take 3-5 days. He understood that this would be much quicker, and that is why he chased daily for an update on this. Mr L has suggested that either the contractor did not order the pump when it said that it did, or that it arrived earlier than IPA has suggested was the case. Mr L also considers that the contractor loaded the cost of the pump within its invoice to keep the labour cost down.

my findings

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

Central to this dispute is the time taken to repair Mrs L's boiler, and whether IPA's contractor damaged the PCB in the course of the work it carried out. I understand Mrs L's frustration that the replacement pump was fitted five days after the contractor said that it had been ordered. However, I do not consider that I have sufficient reason to doubt that the part did take this long to obtain. The dates in question ran over a weekend, and in my view it is not unreasonable to expect that a part might take this long to become available for fitting. In addition, the time taken to restore the boiler to working order does not in my view seem to have been excessive.

I cannot know for certain whether IPA's contractor did cause damage to the PCB, in particular when attempting to fit the standard pump. Mr L has raised concerns about the qualifications of the engineer who carried this work out. He has also questioned whether the speed with which the replacement PCB was obtained, and the decision of the contractor not to charge any labour for fitting this, reflects some sort of admittance that the contractor did damage the PCB.

I have carefully considered Mr L's comments in this regard. However, on balance I am not persuaded that there is sufficient evidence to demonstrate that the PCB was damaged by IPA's contractor, either at the time that it attempted to fit the standard pump, or at any other time. I also note that although the contractor's job sheets have not been provided, IPA has forwarded its contractor's comments about its handling of the claim. In the absence of persuasive evidence to indicate the contractor's negligence, it seems to me more likely that unfortunately the PCB failed by chance around the same time that the pump required replacement.

I would agree that the attempt to fit a standard pump appears to have been unnecessary. Overall, together with the number of visits made by IPA's contractors, I consider that IPA could have handled the claim better than it did. However, its compensation offer of £160 has reduced Mrs L's own outlay for the claim to £157.60. Like the investigator, I consider that this represents a fair way for IPA to have resolved this matter. I would also agree with the investigator that under the terms of the policy, IPA acted reasonably when it declined to settle the claim by paying £250 of the boiler manufacturer's quotation for carrying out the repairs. I am mindful that by the time Mrs L had suggested this possibility, IPA's contractor had already obtained the replacement pump, and was collecting the replacement PCB.

I appreciate that Mrs L is likely to be disappointed with my findings. However, my conclusion is that by offering £160 compensation to Mrs L, IPA has acted reasonably in relation to its handling of her claim.

my final decision

My final decision is that I do not uphold this complaint, and I make no award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 29 April 2019.

John Swain
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