

## complaint

Mr and Mrs M complain that Inter Partner Assistance S.A. mishandled their claim on a home assistance insurance policy.

## background

IPA's engineer serviced Mr and Mrs M's central heating boiler but it broke down the next winter. They complained that the engineer had not serviced it properly. And they complained that IPA said the boiler was beyond economic repair (BER).

The adjudicator did not recommend that the complaint should be upheld. He was not persuaded that the business had unfairly deemed the boiler BER.

Mr M disagrees with the adjudicator's opinion. He says, in summary, that IPA reversed its decision that the boiler was BER – but still said it could not repair it.

## my findings

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

Mr M has not provided enough engineering detail to persuade me of his view that poor servicing led to the breakdown.

I have seen the policy terms including the following:

*“Obsolete parts – [assistance provider] uses reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your system we find that the relevant manufacturer's spare parts are not readily available after a search of all [assistance provider's] stockists or that parts may be available but will take longer than 28 days to source, we will not be able to complete your repair. In this event we will deem that we can no longer offer you gas central heating breakdown cover and will make a contribution of £200 towards the cost of a new boiler.“*

I have also seen the engineer's note as follows:

*“PCB blown but this has been caused by water ingress. Hex is leaking condensate from numerous places along the sump seal and its bolts. Leak started long ago from a worn out flue manifold gasket but has been left, resulting a new hex being required. Also new front fascia panel is damaged and boiler still fitted with 81 expansion vessel. CEX vessel is also perished, pressed schrader valve and water jetted out”*

From that note, I accept that the engineer had noted various defects and damage before IPA said that the boiler was BER. And I accept that – after Mr M persuaded IPA to reconsider whether it was BER – IPA found that some of the spare parts were obsolete.

This left Mr and Mrs M and their family without heating and hot water.

But – bearing in mind the terms of the policy - I don't think that IPA treated Mr and Mrs M

unfairly or unreasonably by paying them £200 towards a new boiler instead of trying to fix the old one.

There were some shortcomings in the way IPA communicated with Mr and Mrs M. But I think it has paid them enough compensation for those shortcomings.

And – keeping in mind the terms of the policy – I don't think it would be fair and reasonable to order IPA to try to fix their boiler or to pay them any further compensation.

**my final decision**

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no order against Inter Partner Assistance S.A.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs M to accept or reject my decision before 1 September 2015.

Christopher Gilbert  
**ombudsman**