

complaint

Mr W is unhappy that he was charged for a central heating breakdown policy by Inter Partner Assistance SA ("IPA") when he says it would have known it couldn't provide the cover promised.

background

Mr W reported a problem with his boiler in 2015. IPA attended but said the part that was needed was obsolete and so it couldn't repair the boiler. It offered £200 towards the cost of a new boiler, in accordance with the policy terms.

Mr W has held the policy for around 12 years, since having the boiler installed. He's been told that the part needed has been obsolete since 2012, and other major parts obsolete since 2011. In fact, most parts for the boiler are now obsolete and so he's unhappy that IPA carried on taking premiums from him when it must have known that the boiler wouldn't be repairable. He wants the premiums he's paid since 2011 to be refunded (a total of around £770).

IPA says that cover was still provided: it would have attended to any problems with the boiler and these may not have needed spare parts. Also parts may still be available for some time even after they are no longer manufactured. IPA didn't agree to refund any premiums.

One of our adjudicators looked into the case and didn't think it should be upheld. Mr W didn't agree and so the matter has been passed to me.

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 can understand Mr W's concern that a number of parts for his boiler were apparently no longer available. However, they may still have been obtainable even after the end of manufacture of them. Therefore it is difficult to be precise about when they could no longer be obtained.

I also agree with IPA that there are some causes of a boiler breakdown that might not have required parts to be replaced. And, I understand, the policy also provided cover for the rest of the central heating system. Therefore I'm not persuaded that the policy was of no use at all to Mr W from 2011 onwards. I therefore don't agree that IPA should refund the premiums paid since then.

my final decision

I don't uphold this complaint against Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 April 2016.

Harriet McCarthy

ombudsman