

## **complaint**

Mr A complains about how Inter Partner Assistance SA (IPA) has dealt with a claim under his home emergency policy. He's unhappy with the delays he experienced and that IPA has not covered the cost of a replacement boiler which he has had installed.

## **background**

I issued a provisional decision on this matter on 22 July 2016, part of which is copied below:

*"Mr A is a landlord. In December 2015 following an annual gas safety check by an IPA engineer, the boiler at a property owned by Mr A was considered to be unsafe and was shut off. The engineer said there was an issue with the flue. IPA said that this was covered under the policy so they would make the repairs.*

*Some two months later, after a number of repair attempts, IPA decided the boiler was beyond economic repair as the required remedial work was not possible. During this time the tenant and her young family were left without heating and hot water.*

*Under the terms of the policy Mr A was offered a free replacement boiler provided he pay for the installation to be done by an IPA approved engineer. Mr A made enquiries about using his own plumber to install the boiler but this was not possible under the policy conditions. So he agreed to have it installed by the IPA approved engineer.*

*On two occasions the engineer failed to show up to complete the job despite promises that he would. Mr A, who was under considerable pressure from his tenants, lost faith in the approved engineer. So he arranged for a local plumber to install a new boiler. This work was completed within a couple of days at a cost of £1,410.*

*IPA offered Mr A £200 as a contribution towards the new boiler. Our adjudicator said they should also pay a further £200 for the delays in deciding the boiler was beyond economic repair. Mr A says that, due to all the delays and problems he experienced, IPA should pay for the new boiler and the installation by the independent engineer...*

### **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.*

*As the business has acknowledged that they caused a delay in the boiler being condemned I have not looked at what caused this delay.*

*Mr A's policy says that, where a boiler is considered to be beyond economical repair – and is under seven years old - the policyholder has two options. The first is to receive a £200 contribution to the cost of a new boiler. The second is to receive a free new boiler but to pay for the installation by an approved engineer. I have not seen evidence to say the boiler is under seven years old, but the business has already agreed to these remedies.*

*It was agreed that IPA would come and quote for the installation and carry out the work. But the approved engineer failed to turn up on two separate occasions. So no quote was provided. I can see from IPA's file that the engineers were reluctant to quote for the work.*

*In the meantime, Mr A had tenants with a young family living in the property without heating or hot water for some time over the winter. He was under considerable pressure*

*from the tenants to resolve the issue and restore heating and hot water. I can understand why Mr A would have lost faith in IPA. Appointing an independent engineer and arranging for the problem to be resolved quickly seems to me reasonable in the circumstances.*

*Mr A was entitled to a free boiler under the policy and IPA had offered this. I can see why he went ahead and had the work done himself. It therefore seems fair and reasonable to me for IPA to reimburse Mr A the cost of the replacement boiler. Mr A would always have had to pay for the installation of the boiler (although there's no quote from IPA as to how much this would be and there's also no evidence of how much Mr A paid for the installation). Therefore I don't intend to ask IPA to reimburse the entire cost Mr A incurred, only the cost of the boiler itself.*

*I have not seen any evidence to say that Mr A experienced any additional expenses, such as reducing the tenant's rent during this time. But if he is able to provide proof of any such expenses I will consider these.*

*I also think that some additional compensation is warranted to reflect the inconvenience caused to Mr A by the delays in this matter and having to sort out the repairs himself. I agree with the adjudicator that £200 is appropriate."*

### **the response to my decision**

Mr A has responded and confirmed he accepts my decision. He has provided an invoice setting out the costs he incurred. The boiler itself was £1,110 but there were other materials as well, which came to £300 bringing the total for parts to the £1,410 he asked to be paid. The labour costs were in addition to this.

IPA has also confirmed it accepts my provisional decision.

### **my findings**

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

I set out why Mr A should be reimbursed the cost of the boiler alone and not the labour costs. It wasn't clear previously what the £1,410 he had mentioned included. It hadn't been mentioned that it included other materials in addition to the boiler.

I have asked IPA whether it agrees to pay for those materials and it has agreed.

### **my final decision**

For the reasons I have given in my final decision I uphold this complaint.

I direct Inter Partner Assistance SA to pay Mr A:

- £1,410 to cover the cost of the boiler and additional materials
- simple interest at the rate of 8% per year from the date he paid for the boiler to the date of settlement
- £200 for the delay in condemning the boiler as being beyond economical repair

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 2 September 2016.

Ref: DRN7347872

Paul Phillips  
**ombudsman**