

complaint

Mr B complains about Inter Partner Assistance SA's handling of his insurance claim for a fault with his unvented water cylinder.

All references to Inter Partner Assistance SA ('IPA') include the agents it has appointed to administer claims.

background

Mr B held a Complete Cover with Heating insurance policy, underwritten by IPA.

In October 2011, Mr B contacted IPA to report that his boiler was leaking. Following a number of attendances during which IPA attempted to repair it, Mr B was informed that his claim was not covered under his policy. This was because Mr B has two boiler systems in his property and the fault lay with the unvented hot water cylinder, which IPA said is excluded from cover under the terms and conditions of the policy.

Unhappy, Mr B complained to IPA and also made contact with this service.

IPA wrote to Mr B in December 2011 in response to his complaint and acknowledged that its engineers should not have attempted to carry out work on the unvented water cylinder. IPA therefore offered to reimburse Mr B for the cost of having the boiler repaired by a private engineer, upon submission of an invoice.

Mr B did not provide an invoice or contact us or IPA again until April 2013. In June 2013 he provided an invoice from a private engineer dated January 2012 for the repair of his boiler, totalling £1,181.

IPA reviewed the invoice and noted that it was provided by an external maintenance company, not a gas safe registered company. IPA also queried the parts that the invoice says were replaced.

Mr B says the company in question contracts work out to third party joiners, plumbers and engineers and he had difficulty finding anyone to do the work urgently, due to the time of year. As Mr B did not have a receipt for payment of the invoice, he provided a bank statement which shows that he made a cash withdrawal for a similar sum in February 2012.

IPA was not satisfied with the invoice and subsequently offered to pay Mr B a contribution of £123.48 towards the cost of the invoice (being the amount it would pay its engineers to carry out a boiler repair), together with a payment of £100 compensation for the distress and inconvenience caused.

Our adjudicator considered this offer to be fair and reasonable in the circumstances. However, Mr B remains dissatisfied and says;

- he held this policy for a number of years and had several call outs and repairs carried out to the unvented cylinder in the past. IPA should therefore have been aware from the outset what type of boiler was installed in his property;
- he still considers that the cylinder should have been covered by the policy;

- that IPA's engineers caused further problems by stripping it down and dismantling it;
- no paperwork was provided to Mr B by IPA during the course of the claim;
- IPA made an error and should therefore put Mr B back into the position he was initially in;
- IPA has agreed in writing to reimburse Mr B for the work carried out and this is what it should do.
- He came to us in order to have this sorted out and therefore expects his complaint to be upheld; and
- the compensation proposed is shameful. His family suffered "distress, heartache and misery" and he wants full compensation for this.

Mr B's complaint has now been referred to me for final determination.

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 B's policy provides cover for certain specified home emergency situations such as the breakdown of the domestic central heating system, subject to the terms, conditions and exclusions set out in the policy.

Mr B's policy specifically excludes cover for the following;

"b. combination cylinders, elson tanks, thermal storage units, unvented hot water cylinders or their controls".

Therefore, Mr B's claim for leaking valves in his unvented hot water cylinder was not covered under the terms and conditions of his insurance policy. There is no doubt that IPA ought reasonably to have been aware of this from the outset and should not have attempted to carry out the work it did. However, it seems to me that it did so in good faith.

As Mr B has pointed out, IPA's engineers did not provide any job sheets in relation to the work carried out. IPA has also been unable to provide any such documentation to this service. I cannot therefore determine with any certainty exactly what IPA's engineers did.

Mr B told us the fault was due to the hot and cold valves leaking but, due to IPA's attempts to repair it – in particular by changing an electronic board – it shut down completely. However, Mr B is also adamant that the repairs carried out by his private engineer all relate to the initial problem with the leaking valves and that no other additional work was carried out.

In this case, if IPA had correctly identified from the outset that Mr B's claim was not covered under his policy, its engineers would not have attempted to carry out a repair. Mr B would then have been in the position of having to pay to have the fault with the valves repaired privately in any event.

As such, I am not persuaded that Mr B has been prejudiced by IPA's mistaken attempt to repair his unvented cylinder.

Mr B says that IPA caused additional damage to it and therefore it should be responsible for the cost of repairs. However, he has also said that he did not have any additional work done (other than to repair the original fault). And the invoice he has provided does not give any information that would support his claim that IPA's attempts at repair caused any additional problems.

Based on the evidence available therefore, I do not consider that IPA's actions mean that it should pay for the cost of a repair which is excluded under the terms and conditions of Mr B's insurance policy.

I understand IPA originally offered to reimburse Mr B for the cost of the repair, upon submission of an invoice. However, having considered the invoice provided, IPA indicated it was unwilling to offer full reimbursement and instead offered a payment of £123.48 together with £100 compensation for the distress and inconvenience caused to Mr B.

I am unable to require IPA to reimburse the full amount. On the evidence available there is nothing to persuade me that IPA caused any additional damage and it is not therefore responsible for the work that Mr B had carried out privately. It follows that I do not consider that IPA is responsible for the distress or inconvenience caused by the cylinder not being repaired earlier than it was. I am therefore not satisfied that I can require it to make any additional payment of compensation.

Whilst I appreciate Mr B will be disappointed with this outcome, my role is to independently decide the fair and reasonable outcome, it is not to act on behalf of either party in obtaining what they want. For the reasons I have outlined above, I consider the offer IPA has made is fair and reasonable in the circumstances.

my final decision

My final decision is that I do not uphold this complaint against Inter Partner Assistance SA, save that I endorse its offer to do the following;

- pay Mr B a contribution of £123.48 towards the cost of repairing his boiler;
- pay Mr B £100 compensation for the distress and inconvenience caused.

Harriet McCarthy
ombudsman