

## **complaint**

Mr S complains that Inter Partner Assistance SA ('IPA') incorrectly diagnosed a fault with his boiler.

## **background**

Mr S has a home insurance policy with a well know provider. He also has home emergency cover included, provided by IPA.

In May 2018, Mr S's boiler stopped working. He called IPA and it sent one of its contractors, who I'll refer to as 'B', to his home to see if the problem could be fixed. B was unable to fix the boiler as they said a number of new parts were required that would need to be ordered. The boiler was switched off and Mr S was provided with an immersion heater until it could be fixed.

B contacted IPA and said in their opinion the boiler was beyond economical repair ('BER'). This was due to the work that was required and it couldn't guarantee it could fix the boiler. IPA explained this to Mr S. It also paid him £500 towards the cost of replacing his boiler as per the policy terms.

Mr S arranged for a new boiler to be fitted. Whilst replacing the boiler a different fault was found to what had been diagnosed, which had caused the hot water and heating to stop working. The fault was with a 2-port valve.

Mr S complained to IPA. He said he had had to pay to replace a boiler that didn't need replacing. He asked IPA to cover the full cost of the boiler. He also asked it to pay for the increase in his electricity bills caused by having to use an immersion heater.

IPA looked into what had happened. It said that although B had not identified the issue with the 2-port valve, it had identified a number of other faults with the boiler. And these still meant that it was BER. It also said it wouldn't consider the increase in the electricity bills as this wouldn't be covered under his policy.

Unhappy with the response Mr S referred his complaint to our service. One of our investigators looked into what had happened. She thought IPA had acted in line with the policy terms.

Mr S disagreed and asked for an ombudsman to review his complaint.

## **my findings**

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

Having done so, I won't be asking IPA to take any further steps to resolve this complaint. I'll explain why.

The terms of Mr S's home emergency policy say:

*'If we (our authorised contractors) are unable to repair your boiler/hot water system, we will pay you £500 towards a replacement.'*

The report that IPA received from B, its authorised contractor, said:

*Boiler and system inspected, customer has immersion heater, boiler switched off, PCB, expansion vessel, ignition coil faulty, filling loop faulty, expansion vessel gauge broken.... and we are not confident that part will be available. The costs of these parts alone go over £500, this tied in with the labour pushes the repairs to nearly £1,000, without being able to guarantee a fix of the boiler. Due to these factors, this boiler is beyond economical repair, customer would benefit from having a new one.'*

I'm satisfied that B has made it clear to IPA that it couldn't guarantee it would be able to fix Mr S's boiler. And because of this, IPA contributed £500 towards the cost of a new boiler, in line with the policy terms.

I appreciate that the engineer who fitted the new boiler diagnosed an additional fault. And Mr S feels that the boiler was misdiagnosed as BER. I don't agree. The faults identified by B were still present and I'm not persuaded if it had identified the fault with the 2-port valve it would've reached the conclusion that the boiler wasn't BER. This is because the fault with the 2-port valve would've only added further cost and weight as to why the boiler was BER.

I have also considered the increase in Mr S's electricity bills. As this isn't something that is covered under his home emergency policy this isn't something I could fairly ask IPA to pay.

#### **my final decision**

My final decision is that I am not upholding this complaint against Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 June 2019.

Michael Fisher  
**ombudsman**