

complaint

Ms R complains that Inter Partner Assistance SA (“IPA”) did not reimburse the cost of her replacement boiler after its engineer attended after a call for assistance under her home emergency insurance policy. Ms R also complains that the engineer left the boiler with a gas leak.

background

Ms R contacted IPA after her boiler failed. An IPA engineer attended and pointed out that the boiler was older than 15 years. He attempted to repair it, but the boiler was left with a gas leak. The engineer had carried out the repair as a gesture of goodwill, as boiler repairs are not covered under the policy if they are over 15 years old.

An engineer from another gas provider attended after Ms R smelt gas. He condemned her boiler, on the basis that it was beyond economical repair and would need replacing due to its age (over 20 years).

Ms R replaced her boiler at a cost of £1,500, together with a further £200 to have it boxed in.

Ms R complained to IPA that its engineer had left her boiler with a gas leak, and requested that it cover the full cost incurred in the replacement.

IPA apologised and explained that the engineer should not have attempted a repair on her boiler, as her policy does not cover boilers that are over 15 years old. IPA sent Ms R a payment of £800 compensation as a gesture of goodwill and as a contribution towards the replacement boiler.

Ms R received the payment, but brought her complaint to this service as she did not accept this was sufficient. She says she and her family were without heating and hot water for about three weeks. She is also concerned that the gas leak could have caused serious harm to them.

The adjudicator recommended that the complaint should not be upheld. This was because she was satisfied that £800 compensation was fair and reasonable under the circumstances of the case. She also noted that the policy did not oblige IPA to cover a replacement boiler.

The adjudicator explained that she was not persuaded, in any case, that the actions of IPA’s engineer caused the breakdown; nor had she seen any independent evidence to confirm that his actions had caused the boiler to be deemed ‘beyond economical repair’.

Ms R did not accept the adjudicator’s recommendation. She wants the full cost of her replacement boiler covered, together with compensation.

The matter has therefore been referred to me to decide.

my findings

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

Ms R is not covered for a replacement boiler under her policy, nor is she covered for repairs of boilers over 15 years old. While I appreciate that IPA's engineer should not have attempted a repair, this does not mean that his action caused the boiler to need replacing in full. As there was no evidence to confirm this was the case, I cannot reasonably hold IPA responsible for that. The other engineer deemed the boiler to be in need of a replacement, having regard to its age, in any case.

With regard to the time Ms R was without heating and hot water, I consider that as IPA was not obliged under the policy to arrange either repairs or a replacement, then it cannot reasonably be held responsible for this.

Ms R was specifically unhappy with the fact that she and her family were put at risk after the gas leak from the boiler. I appreciate this will have caused her considerable upset and concern. However, fortunately, no harm resulted, and I cannot award compensation for what might have happened. I am satisfied that the significant amount of £800 compensation offered by IPA is fair and reasonable under the circumstances.

my final decision

For the reasons above, it is my final decision that I do not uphold this complaint.

I make no award against Inter Partner Assistance SA.

Helen Moya
ombudsman