

## **complaint**

Mrs M's complaint is about a number of claims she made to Inter Partner Assistance SA (IPA) on her home emergency insurance policy.

## **background**

From April 2011 to December 2013 Mrs M made a number of claims on her home emergency insurance policy for cover to fix problems she had with her boiler. Mrs M's complaint is about the work done by IPA's contractors before December 2013. She says this has caused her boiler to lose pressure and leak through an external pipe. This then causes water to pool on her front door step which results in a safety hazard when it freezes.

IPA says one of its engineers inspected the leak and said the loss of pressure was as a result of Mrs M's faulty boiler flue rather than any of the work done by it. Repairs to the boiler flue aren't covered under the policy so IPA says it doesn't have to fix this problem.

Mrs M relies on a report from her energy supplier which she says proves there's nothing wrong with her boiler flue. She thinks the leak is something IPA's contractors have caused and wants this put right.

Our adjudicator thought Mrs M's complaint shouldn't be upheld. Mrs M doesn't agree so the matter has been passed to me to decide.

## **my findings**

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

The starting point is the policy terms. Having carefully considered them I can see that IPA doesn't cover claims about the way Mrs M's flue was installed. Rather the policy covers "*A leak within or breakdown of your boiler and/or system*".

IPA has a report from the engineer who visited Mrs M's property in December 2013, when she said her boiler was still dripping. He said it was dripping because of the way the flue had been installed. He thought the flue hadn't been positioned in the correct place and said it would need to be moved to correct this.

Mrs M doesn't agree. She says the drip didn't start until IPA's contractors carried out various repairs to her boiler. She also relies on reports from her energy supplier which she says show there's nothing wrong with the flue.

Mrs M made several claims on her home emergency insurance policy for problems with her boiler between April 2011 and December 2013. It's correct that the engineers who attended replaced a number of parts to correct the problems she experienced. The evidence IPA has given us shows that the boiler was dripping and had lost pressure because of the positioning of the flue. So whilst I appreciate that Mrs M believes this wasn't an issue before IPA sent engineers, it's something that this particular engineer believes is the cause of the current problem.

I've looked at the reports Mrs M relies on. But I'm not convinced that they support her in the way she says. The reports from Mrs M's energy supplier are dated January 2016 and record

that the boiler flue is not to current standards. Mrs M says this refers to the length of the flue and that the report means that it's not causing a health and safety problem; otherwise the boiler wouldn't have passed the test.

She also says that current standards change yearly. I accept that the standards which the energy supplier adhere to may change yearly and that the boiler might have passed the test, but I haven't seen a report that makes clear that the cause of the leak is due to something other than the positioning of the flue. Mrs M's energy supplier's report wasn't obtained to diagnose that issue; rather it is intended to provide a report on the boiler's safety. Although the report doesn't say the flue is unsafe, I don't think this means it isn't causing the problem complained of by Mrs M.

Had she given us a report to diagnose the cause of the loss of pressure and dripping as something other than the positioning of the flue, I might've been inclined to think differently. But in this case, I haven't seen anything to suggest that the report produced by IPA's engineer is wrong. Changes to the way in which the flue was installed aren't something that the policy covers. Because of this I don't think Mrs M's complaint about this issue should be upheld.

Mrs M also says her policy premiums should be adjusted down because she feels her boiler is still having problems. Because I don't think the issue Mrs M is unhappy about should be upheld and that she has made a number of claims under the policy which have resulted in various parts of the boiler being replaced, I can't say that she hasn't benefitted from the insurance. So I don't think it's that her policy premiums should be adjusted down. I appreciate that Mrs M isn't happy with the premiums she's been paying but given the number of claims she's made, I think it's inevitable that they would've increased over time.

IPA has also compensated her by paying a total of £680 for the difficulties she experienced during the course of her claims, for example when it took IPA too long to arrange a repair due to parts not being available. I know that Mrs M is unhappy with the problems she experienced but I think that IPA has provided her with adequate compensation for these issues.

### **my final decision**

For the reasons set out above, I don't uphold Mrs M's complaint against Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 4 April 2016.

Lâle Hussein-Doru  
**ombudsman**