

## **complaint**

Mr L complains that Inter Partner Assistance S.A. mishandled his claim on his home emergency insurance.

## **background**

As a benefit of a bank account, Mr L had home emergency insurance underwritten by IPA. So, when his central heating boiler stopped working, he called for help. He complained that – without investigating the fault - the engineer disconnected the gas supply to his boiler. So Mr L paid someone else over £1,000 to fix it.

The adjudicator recommended that the complaint should be upheld in part. He thought that the claim wasn't handled as well as it should've been, leading to some inconvenience and unnecessary concern. The adjudicator recommended that – in addition to what it had already offered him - IPA should pay Mr L £100 compensation.

IPA agrees with the adjudicator's opinion.

Mr L disagrees. He says, in summary that IPA's action resulted in him paying more than he otherwise would've paid to get his boiler repaired.

## **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 home emergency cover had a limit of £250.

IPA was the insurer responsible for dealing with claims. So where I refer to IPA I include its engineers and claims handlers for whose actions I hold IPA responsible.

The products of combustion from gas boilers are dangerous if they leak inside a building. They need to be channelled outside via an exhaust flue.

I accept Mr L's statement that in early September he was using the boiler for hot water but – as the weather was still mild – he wasn't using it for central heating.

After it broke down, IPA's engineer disconnected the gas supply to the boiler – saying there was corrosion and a risk from products of combustion.

Mr L says he used an immersion heater for hot water.

I've thought about what happened in the next couple of days. And from that, I'm not satisfied that IPA's engineer had done the right thing. I'm not persuaded that he needed to disconnect the boiler. And I'm not persuaded that he did enough to investigate why it had stopped working.

From what Mr L has said, the boiler wasn't working or producing exhaust gases. He had hot water from an immersion heater and no immediate need for central heating. So I don't accept that IPA's actions forced Mr L to spend more than he otherwise would've done.

Mr L had an opportunity to choose a heating company who he thought would do a good job at a reasonable price.

Mr L contacted a heating company he knew of through his work. It reconnected the gas supply and tested the boiler. It identified electrical faults. It replaced the printed circuit board and then the pump. This fixed the boiler.

From an extract of an email, I accept that the heating company added a percentage uplift to the cost (to it) of replacement parts.

I've seen the company's report. It didn't think that there was a risk from products of combustion. And there's no evidence that the heating company did anything to the exhaust flue. So – despite what IPA's engineer had said – I don't think there had been a risk from escaping products of combustion.

The heating company charged Mr L about £1,000 plus VAT. So the heating company had done work way beyond what IPA would've been obliged to pay for. And I don't find IPA responsible for the price Mr L paid.

He was able to get the heating company to fix the boiler quickly. And Mr L was going to have to arrange this anyway because the cost was beyond the limit of his cover with IPA.

After he brought his complaint to us, IPA offered to reimburse Mr L up to the policy limit of £250.

IPA also offered £100 for re-connecting the gas pipe. From a photograph, I'm satisfied that this was more than enough.

But I've found that its engineer didn't try to help Mr L when he should've done. Instead he cut off the boiler's gas supply when this wasn't necessary. So I don't doubt Mr L was troubled by the thought that the boiler might've been harming his family before it broke down.

So I don't think IPA's offer went far enough.

Overall I find it fair and reasonable to order IPA to pay Mr L – in addition to what it has already offered him - a further £100 for trouble and upset.

### **my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order Inter Partner Assistance S.A. to pay Mr L – in addition to what it has already offered him - a further £100 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 10 April 2017.

Christopher Gilbert  
**ombudsman**