

complaint

Mr C is complaining that Inter Partner Assistance SA (IPA) damaged his boiler when he claimed on his home emergency insurance policy.

background

In October 2017, Mr C contacted IPA to claim on his home emergency policy because his boiler had stopped working correctly. IPA arranged for a contractor to inspect and try to repair the boiler. But during the repair process, the boiler was damaged further. Unfortunately the part needed to repair the further damage wasn't available anymore, so IPA said it couldn't repair the boiler.

Mr C arranged for an independent engineer to inspect the boiler who confirmed that the boiler wasn't repairable. So Mr C had to pay to replace the boiler. And it cost him around £3,500 to do so. He complained to IPA and wanted it to contribute towards the replacement. IPA said that it believes the part was damaged because of its age and condition, given the boiler was around 25 years old. It said Mr C is entitled to a £250 contribution towards a new boiler under the terms of the policy. It also offered £100 for the trouble and upset caused.

Mr C didn't think this offer was fair and asked this service to step in. Our investigator upheld the complaint and thought IPA should pay 50% of the replacement cost.

IPA didn't agree with the investigator. It said that the usual age of a boiler is around 10-15 years. And it thinks the part had seized because of the age of the boiler.

my findings

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

I've decided to uphold this complaint and I'll now explain why.

IPA says that the part was damaged due to its age and condition. But, while I don't dispute the boiler was old, I haven't seen anything to show that the part wasn't in fair condition beforehand. And there's no dispute that the part was damaged by the contractor. The simple fact is, had the engineer not damaged the part, he would've been able to repair the boiler. And Mr C wouldn't have had to pay £3,500 to replace it.

IPA is required to put Mr C back in the position he would be in had the part in question not been damaged. Given the part wasn't available anymore, IPA asked Mr C to ask another engineer to try and repair it. But it appears this wasn't possible so Mr C had to replace the boiler.

I'm conscious that, due to the age of the boiler, it's likely it would've broken down again in the near future. Given the boiler was on a reduced parts list it's highly possible that it would've been 'written-off' at some point in the near future in any event and Mr C would've had to pay to replace it then.

So I don't think IPA needs to pay the full replacement cost, but I do think it should contribute towards its replacement. The investigator thought IPA should pay 50% of the replacement

cost. And I think that's fair. It should also pay 8% simple interest on this from the date Mr C paid to replace the boiler until he gets it back.

IPA has also offered £100 in compensation for the trouble and upset it's caused. But I think £200 is fairer.

my final decision

For the reasons I've set out above, it's my final decision that I uphold this complaint and I require Inter Partner Assistance SA to do the following:

1. Pay 50% of the total cost Mr C incurred in replacing the boiler. It can deduct the £250 it previously offered if it's already paid this;
2. Pay 8% simple interest on the above from the date Mr C paid to replace his boiler until Inter Partner Assistance SA pays it. HM Revenue and Customs requires Inter Partner Assistance SA to pay basic rate tax on this. It should give Mr C a certificate showing how much tax it's taken off if he asks for one; and
3. Pay £200 in compensation for the trouble and upset it's caused. It can deduct the £100 it previously offered if it's already paid this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 April 2018.

Guy Mitchell
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