

## **complaint**

Mrs B complains about some work that Inter Partner Assistance SA ("IPA") did under her home emergency policy.

## **background**

Mrs B said that she had home emergency insurance with IPA, and she'd accepted the extra option of a boiler service. She said that when she had her boiler serviced, the engineer said that it was dangerous and switched it off. Mrs B said that she was left without heating or hot water for nine days, in winter, while IPA arranged to do the repairs.

Mrs B said that the engineer then returned to replace three parts. He replaced the boiler lining. He attempted to remove the end of the flue pipe, which he said risked water getting into the system. While he was trying to remove the flue pipe, Mrs B said that the engineer dislodged the rubber grommet and damaged the flue chimney, exposing the wall, but he couldn't get the pipe out. She said he then replaced the flue and covered the whole thing with glue before leaving. That glue has now disintegrated, leaving her system at risk again, allowing water to go down the flue into the boiler. She said the engineer didn't even fit the third part, but left it. He promised to return and complete the job, but never did.

Mrs B wanted IPA to replace the flue and guarantee the job. She wanted it to fit the extra part. And she wanted IPA to pay compensation, because temperatures at this time averaged minus six night and day where she lives, and IPA hadn't shown any duty of care to her.

IPA said that its engineers had fitted replacement parts to restore her boiler to working condition. And the engineer had told her that her flue would need to be replaced at some time in the future. It didn't agree that its engineers had caused any damage to her flue. It later said that it hadn't touched the flue.

Our investigator didn't uphold this complaint. He said that a home emergency policy isn't there to complete full repairs to things that go wrong in a home. It's there to resolve an emergency, and sometimes to provide a temporary fix that to get things working again, or stop a problem getting worse, until the householder can provide a full repair at a later date.

Our investigator didn't think that the contractors that IPA hired had made anything worse. He said that they had repaired a boiler which was already damaged, and got it back into working order. He said that this had been done in a reasonable amount of time.

Our investigator didn't think that IPA had to do any more.

Mrs B didn't agree with that. She said she hadn't been given any reason why the named parts weren't fitted. She also said the engineer had tried to get the flue pipe out of the wall, and had further damaged the terminal, but that still wasn't resolved. She said she thought that the engineer was genuinely intending to replace that section, but couldn't, and as a result had made things worse. She said that the previously chipped end was now ripped, and the rubber seal where the flue exits her house was previously flush to the wall, but was now hanging loose. She said that section would have to be replaced, and a new seal fitted.

Mrs B also said that she'd never received a recommissioning gas safe certificate after the boiler had been brought back into use. She'd had no parts and labour guarantee. The company had never told her the system was safe to run. She said that she was expecting

someone to return, and fit the remaining part, a pressure vessel, but they never did. She asked whether it was actually safe for her to be running her boiler.

Our investigator didn't change his mind. He said that a home emergency policy won't necessarily cover total repairs of a problem. The policy only required IPA to bring the system to working order. The boiler service cover she had meant IPA didn't have to provide guarantees, fit parts or offer a gas safe certificate. And he would need to see evidence that the business caused the damage before he could hold it responsible for that.

Our investigator said it looked like the contractor thought Mrs B was covered for further work on her boiler, so it ordered parts, but then realised she wasn't covered. But he said that IPA had done what it was required to do under the policy, so he couldn't ask it to do any more.

Mrs B said that wasn't right. The work on her boiler had been authorised by her insurer. And then it had written to her to say the work was complete. Mrs B also said that it wasn't fair to leave her paying the cost of fitting the pressure vessel and new flue to her house. She sent us a picture which she said showed that her flue wasn't damaged before the work was done.

Our investigator said IPA wasn't required to fit the pressure vessel or replace the flue terminal. And he said he could see notes which suggested that the flue terminal was already damaged and needed replacing.

Mrs B still thought that IPA should pay for repairs, so this complaint was passed to me for a final decision.

### **my provisional decision**

I issued a provisional decision on this complaint and explained why I proposed to uphold it. This is what I said then:

- Mrs B had a policy with IPA that provided repairs to her boiler, in an emergency.
- Mrs B also paid for an optional annual service of her boiler. Mrs B didn't complain about the servicing on her boiler. But she told us the service declared her boiler unsafe, and said that it would need repairs. IPA then authorised work under the policy.
- An engineer attended her property, with parts, to make repairs. But he left before the pressure vessel was fitted to the boiler. He apparently couldn't get access to the boiler, and agreed with Mrs B that she would have the cover removed before he returned. Mrs B said he also attempted to make repairs to the flue and caused damage in the process. She said that she wasn't told whether her boiler was then safe to use, or not.
- IPA's internal notes confirmed what Mrs B said about the engineer intending to return to complete the job.
- IPA then wrote to Mrs B to say the work was done. It said its engineers had "*restored your boiler to working condition.*" That seemed to me to imply that the boiler would be safe to use. IPA didn't say then why Mrs B was left with some parts which had not been fitted. It seemed to have told her that the relevant parts were fitted.

- Mrs B since told us that she asked a gas engineer to check the system before she switched it on, and was told it was safe to use. Fortunately, she hadn't had to pay for that, but I said I'd bear that in mind when I was thinking about compensation in this case.
- So we knew that when IPA stopped work on Mrs B's boiler, it was safe to use. We also knew that IPA hadn't done all the repairs it had agreed to do. But it did seem to have left the boiler safe and working again, as Mrs B's own engineer agreed.
- I needed to think about whether IPA had to do all of the work it initially offered to do.
- I thought it was likely that IPA made a mistake when it agreed to do all of this work, because it agreed to replace items like the pressure vessel, which didn't need to be replaced to bring the boiler back to a safe working condition. Work which goes beyond that required to bring the boiler back to a safe working condition didn't seem to me to be emergency work, so wouldn't be covered by Mrs B's policy. And I didn't think that IPA had to complete a job, just because it agreed to do some work by mistake.
- Because Mrs B's boiler was apparently safe to use, without the replacement pressure vessel being fitted, I didn't think that IPA had to return to fit that.
- But I thought the issue with the flue was different. Mrs B said the engineer made that worse. The pictures she'd shown us appeared consistent with what she said about this.
- Mrs B had shown us photos of the external flue for her central heating, which she said were taken before and after the engineer visited. I had no reason to dispute that those were "before" and "after" photos. So, on balance, I thought the photos were taken when she said they were. Mrs B said the problem IPA identified, in the "before" picture, was a small chip on the flue. That was presumably what IPA's engineer thought might allow water to get in.
- I explained that I'm not an engineer, but the "after" pictures did seem to me to show a flue in a different, and visually worse, state. From the pictures, it looked as if there had been some interference with the flue, which seemed to mean that the rubber grommet which sits on the outside of the flue was no longer flush against the wall. It did seem to be flush in the "before" picture. And there was a considerable amount of what may be glue stuck to the end of the flue in the "after" pictures.
- I thought the pictures were consistent with what Mrs B said, that IPA's engineer tried to remove the flue to replace it, but couldn't. So, on balance, I thought that's what happened.
- I knew that IPA said it didn't damage this part of Mrs B's property. It later asserted that it hadn't touched the flue, although the job reports from the time didn't seem to me to be as clear about whether the engineer did try to repair the flue. And I noted that IPA also told Mrs B that its engineer had fitted the pressure vessel, when we know that this part wasn't fitted. I thought it was more likely that IPA had also made a mistake about the flue, and its engineer did try to repair it. And I thought it was more likely than not that this damage was caused by the engineer's attempted repair.
- IPA also said that the flue was previously damaged, but that this work wouldn't be covered by the policy, so Mrs B had already been advised to repair it. So I thought about whether it was reasonable in these circumstances to ask IPA to repair the flue. And I

thought it was, because the pictures did seem to show that the flue was in a significantly worse condition after than it was before repairs to it were attempted by IPA.

- I thought that IPA was responsible for returning the flue to at least the condition it was in before it was damaged. I knew that there were pre-existing problems with it. So I said that IPA itself would need to decide whether it was able to return the existing flue to the condition it was in before it was damaged, or whether the only practicable outcome would be for it to replace the flue.
- I also needed to bear in mind that Mrs B told us that there were nine days after her boiler was condemned, before an engineer attended to start repairs. This happened in winter. He then left with the work partially completed, saying he intended to return, but didn't. So at this point, Mrs B still didn't know if she could use her boiler to heat her home. She had to get another engineer to attend to tell her if it was safe to use her boiler.
- I thought that all of this caused a considerable amount of inconvenience, and quite a lot of worry, for Mrs B. So I thought that IPA should also pay Mrs B £400 in compensation, to make up for that.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Mrs B wrote to say that she agreed with my provisional decision. IPA replied to object.

### **my findings**

I've reconsidered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I haven't changed my mind.

IPA said that it thought that the flue was already damaged, so it didn't think it should have to replace that, and pay £400. It asked if the case could be reviewed by an ombudsman, or other third party review. It said that it hadn't seen the photos. And it said that there was no supporting evidence to show that its engineer had damaged the flue. It didn't think it was likely to have caused any crack on the flue during the service, because the flue wouldn't pass a service if it was cracked.

We explained to IPA that this case was at the final stages of consideration, that it could make any representations now, and a final decision would then follow. And we sent the photos that Mrs B had shared with us.

IPA said it was still difficult to see how the engineer had caused this damage during the service and replacement of the vessel. It asked if Mrs B had got a quote for this work, and we shared with it a quote that Mrs B had sent us.

IPA then replied to say that based on the pictures it was inclined to disagree that this was caused by its engineer. It said that it wanted to ask for this case to be escalated to an ombudsman. IPA said that it would be willing to accept 50% of the costs for the flue and £200 in compensation, but it said that placing all the liability on it, based on the available evidence, wasn't fair.

I've been somewhat concerned by the responses our service has received from IPA, because it's not been clear, even after we've set this out further for IPA, that it has understood that this case is with an ombudsman, that I'm reaching a final decision, and IPA will then be bound by that decision if Mrs B accepts it. But we have explained that to IPA,

and I don't think it would be fair to Mrs B to delay this case further so we can set that out again. So I'll proceed now with my final decision.

IPA has suggested it was unlikely that this damage was caused during a service. That's not been suggested by Mrs B.

What Mrs B said was that her boiler failed a service. One of the issues noted then was that the *"flue terminal is also cracked and will need replacing"*. Mrs B said that was a chip. It's hard to see the extent of the pre-existing damage on the "before" picture that Mrs B has sent us, because this section seems to be snipped out of a larger photo. Although that's unfortunate, it's not surprising. Mrs B had presumably not taken pictures of all the areas the engineer was going to work on before he started.

IPA has also said that the flue was unlikely to be damaged during the replacement of the pressure vessel. But that's not what Mrs B says happened either. And the engineer's notes from the second visit say that the pressure vessel was not fitted.

The same engineer said that *"2<sup>nd</sup> visit was to fit these parts"*. There's no specific mention in those notes of whether the engineer tried to fit a new flue (which was one of the parts listed as needing replaced) or not.

Looking at the pictures that Mrs B has shown us, I did think that some things had changed between the "before" and "after" pictures. I've reviewed the photos, and I still think that. And I still think that the most likely explanation for that is the one that Mrs B has given, that an engineer damaged the flue in a well-intentioned but unsuccessful attempt to remove it. And because of that, I think that IPA has to put the flue back in at least the condition it was before that damage was done.

I've also taken account of the concern caused to Mrs B, when she was left with a central heating system that she thought was partly repaired, then was told that no one was coming back. I understand that she was worried about whether her boiler was safe to us, and had to get another engineer to check the system. I've also taken account of the fact that all this happened during winter.

For those reasons, I still think a payment of £400 in compensation is appropriate in this case.

I'll now make the award I originally proposed.

### **my final decision**

My final decision is that Inter Partner Assistance SA must return the flue of Mrs B's boiler to at least the condition it was in before it was damaged. And it must pay Mrs B £400 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 9 August 2019.

Esther Absalom-Gough  
**ombudsman**