

The complaint

Mr S complains about the service he's received from Inter Partner Assistance SA (IPA) under his home emergency policy.

What happened

Mr S had his boiler serviced by a third party engineer. The engineer found the programmable stat had been bypassed and the wires hadn't been made safe.

In August 2019, Mr S called IPA to let it know about the issue. He thought the boiler had been left in that condition by one of its contractors after they'd carried out repairs in July 2017. He told IPA he had a disability and that the bypassing of the programmable stat made it difficult for him to use the boiler. He wanted IPA to reimburse him for his engineer's invoice.

IPA looked into Mr S' concerns. It arranged for a contractor to inspect Mr S' boiler. They found the wires were dead and locked away inside a casing and the boiler. They thought the wires were from when a previous wireless control had been in place. IPA offered to send out an engineer to fit a new programmable stat. But after the engineer didn't get in touch with Mr S to arrange a time and IPA struggled to get in contact, Mr S decided not to go ahead.

Mr S asked us to look into his complaint. He said he'd heard IPA's call handler discussing him rudely while he'd been on hold. He'd had to get the boiler replaced. And IPA hadn't taken into account his specific communication needs when it wrote to him.

IPA continued to investigate Mr S' complaint. It sent him a cheque for £250 as compensation for the state his boiler had been left in. It also sent Mr S a cheque for £380 - £50 towards the cost of the third party engineer's report and £330 to pay for a new programmable stat. Mr S remained unhappy with IPA's offer.

Our investigator thought IPA's offer was fair. He thought IPA had responded fairly to Mr S' concerns by sending out an engineer to look at the boiler in August 2019. Mr S told the investigator he'd had the boiler replaced at no cost to him, but he hadn't been able to afford an add-on programmable stat. The investigator asked Mr S for evidence of the cost of the stat, but Mr S didn't provide anything further.

The investigator thought IPA's payment to cover the cost of the engineer's report, plus the cost of a programmable stat was fair. And considering everything, he thought the compensation IPA had paid Mr S was fair and reasonable.

Mr S disagreed. He asked for the investigator's findings to be reviewed. So his complaint's been passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and

reasonable in the circumstances of this complaint. Having done so, I think IPA has resolved Mr S' complaint fairly. I'll explain why.

It's clear that at some point, likely between July 2017 and January 2019, a programmable stat in Mr S' boiler was bypassed by an engineer. The last recorded job note prior to Mr S calling IPA about the loose wires was in July 2017. IPA accepted its contractor had left the boiler in a '*parlous state*'. So it seems to me IPA accepted responsibility for the bypassing of the programmable stat and leaving the old wireless control in the boiler.

The complaint notes show Mr S called IPA in January 2019 to let it know he'd had the boiler serviced by a third party engineer and to tell it about the issues the engineer had found. He wanted IPA to send out an engineer to inspect the boiler, but this didn't happen. IPA asked Mr S to send in an engineer's report to show what they'd found. I think, given Mr S had told IPA there were potentially unsafe loose wires in his boiler and given his vulnerability, which it knew about, IPA should've arranged for an engineer to go out at this point.

It doesn't look like Mr S contacted IPA again until August 2019 with a copy of the engineer's report. This report was dated 22 February 2019. At this point, IPA arranged for a contractor to go out and inspect the boiler. I'm satisfied, given the contractor's report, that he did do a full inspection of the boiler. He found the wires were cased in a PCB (printed circuit board) and were 'dead' wires, having previously been disconnected. Happily, this means Mr S hadn't been at risk from the wires beforehand. But IPA couldn't have known that until it inspected the boiler.

It seems from the report that the contractor left the boiler in good working order, although he didn't fit a programmable stat, which I appreciate Mr S would've preferred. But I can see that around four weeks later, IPA offered to get a new programmable stat fitted to Mr S' boiler. It's unfortunate that IPA couldn't get in touch with the engineer to ensure this happened and that Mr S chose not to take up this option. I do think though that it was a fair attempt to resolve Mr S' complaint.

Mr S chose to get his boiler replaced instead. I understand it was through a free scheme. Mr S is unhappy because he says it's of a lower spec than what he had before and it doesn't have a programmable stat on it. I don't think I can fairly hold IPA responsible for Mr S choosing to get a new boiler of a lower spec. It seems that the boiler was in working order after the contractor visited at the end of August 2019. And IPA had offered to fit a programmable stat to make the boiler more user-friendly for Mr S. So it isn't clear that any error on the part of IPA meant Mr S needed to replace his boiler.

IPA has paid Mr S the cost of his engineer's report and the cost of a programmable stat, based on a quote he'd previously sent it. So it seems fair to me that IPA has honoured its offer to get the programmable stat replaced – including labour costs. I think this is a very reasonable response from IPA.

I've then turned to think about the compensation IPA has paid Mr S. I don't doubt how worried Mr S must've been when he was told he had loose wires in his boiler. As I've explained, I think IPA should've investigated this back in January 2019 when Mr S first called up.

But I also have to bear in mind what's happened overall. The programmable stat was most likely bypassed in July 2017. But Mr S wasn't aware of this until the engineer looked at his boiler in January 2019. So it doesn't look like Mr S was using the programmable stat or was reliant on it during this period to control his heating and hot water. There's been no suggestion that the boiler wasn't working normally otherwise during this time.

And I also have to consider that while Mr S did get an engineer's report in February 2019, he didn't get back in touch with IPA about it again until seven months later. So it doesn't seem that he was particularly distressed by the potentially loose wires.

I've noted that at times, IPA didn't deal with Mr S' calls or complaints as well as it could've done. He had to chase up his complaint and he says he experienced rudeness. I don't doubt this put him to some trouble and he was upset by the service he got from IPA. I've also noticed that IPA didn't contact Mr S in the way he'd asked it to, which must've been more upsetting for him.

But all in all, I think £250 compensation feels fair for Mr S' distress and inconvenience. It's in line with what I'd have likely awarded, given what happened. I'm glad IPA recognised where it went wrong and tried to put things right.

Overall, I think IPA has responded to Mr S' complaint fairly. I think the compensation it's paid him and the award for the programmable stat is fair. So I'm not telling IPA to pay anything more.

My final decision

For the reasons I've given above, my final decision is that I don't uphold Mr S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 June 2020.

Lisa Barham
Ombudsman