

## **The complaint**

Mr and Mrs H complain about the service provided by Inter Partner Assistance SA (IPA) when they made a claim on their home assistance insurance policy.

References to IPA include its agents.

## **What happened**

In April 2020, Mr H contacted IPA to make a claim on his home assistance insurance policy. He said there was no hot water or heating in his home and the boiler was making an unfamiliar noise.

IPA says it wasn't able to send an engineer to Mr and Mrs H's property until four days later, but it gave them authority to find their own engineer. When the IPA engineer arrived at Mr H's property, another engineer was leaving.

The next day IPA said that because there had been third party interference, its engineers wouldn't be able to complete the job and it would only provide cover on a reimbursement basis. But after Mr H expressed his dissatisfaction with this, IPA agreed for one of its own engineers to replace the pump, as it was considered the source of the problem with the boiler.

The IPA engineer attended Mr and Mrs H's home two days later but wouldn't agree to complete the work because they felt it was too dangerous to go up into the loft, where the water tank was. IPA told Mr H if he used his own engineer, it would reimburse him according to the terms and condition of the policy.

A few weeks later, Mr H phoned IPA and said his own engineer had replaced the pump but he still had no heating or hot water. IPA said it didn't have an engineer available in his area and gave authority for a third party engineer to look at it. Mr H arranged for another engineer to look at the boiler. They said the heat exchanger was cracked and quoted £920 to fix it.

IPA decided that the boiler was beyond economical repair (BER). It told Mr H it would contribute £250 towards a new boiler as per the terms of the policy.

Mr and Mrs H complained to IPA about the service they'd received. They raised a number of concerns including the initial delay in attending the property, saying there would be no cover due to third party interference, deeming access to the loft as unsafe despite the boiler not being located there, incorrectly saying the policy had expired and deeming the boiler to be BER.

IPA agreed its response time for the home emergency assistance wasn't acceptable. It accepted that it was likely to have incorrectly told Mr H that the policy had expired. It said it didn't have enough evidence to verify that there had been third party interference to the boiler.

IPA didn't think its engineers were wrong to refuse to complete the repairs because it was necessary to access the loft and they didn't consider it safe to do so. It didn't agree it was responsible for misdiagnosing the fault as being with the pump. It said it was correct to deem the boiler BER. It also commented that the heat exchanger was a serviceable part and if the boiler was annually maintained it would be removed and cleaned preventing it from failing.

IPA said if Mr and Mrs H had replaced their boiler, it would arrange for the £250 BER contribution to be paid to them once they'd provided proof of payment and a report or invoice.

IPA offered Mr H around £200 around the time he raised the complaint and a further £150 when it issued its final response. This was to compensate them for the distress and inconvenience caused.

Mr and Mrs H remained unhappy, so they brought their complaint to our service. They didn't feel the compensation IPA had offered was sufficient. They said they'd been without hot water and heating for two months and had to call IPA several times a day to try to resolve things.

I issued a provisional decision on 7 April 2021 where I explained why I intended to uphold Mr and Mrs H's complaint. In that decision I said:

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

*Based on what I've seen so far, I intend to uphold Mr and Mrs H's complaint and direct IPA to pay some additional compensation. I'll explain why.*

*Time taken for initial visit*

*From what I've been told, Mr H first contacted IPA about his faulty boiler on the night of 10 April 2020. On 11 April IPA has noted that it told him it wouldn't be able to send an engineer until 14 April and gave Mr H the option of using his own engineer.*

*IPA has acknowledged that there was a delay in sending the engineer around. And, as both parties agree there was a delay, I haven't needed to consider if there was a delay or not. Instead, I've needed to consider whether the compensation offered for the overall level of service provided is fair and reasonable. And I've done so below.*

*The boiler*

*IPA says the third party engineer who attended Mr and Mrs H's property on 14 April 2020 told it the pump and valve would need to be replaced. It says Mr H told IPA his own engineer had freed the stuck pump to temporarily restore hot water and central heating. Mr H disputes this. He says his engineer only looked at the boiler and didn't open it up.*

*I haven't seen any firm evidence to show the third party engineer did interfere with the boiler. And even if it did, IPA had told Mr H to appoint an engineer, given it couldn't come to the property earlier. With this in mind, I think it was unfair for IPA to say it could no longer assist with the repair. But I think it put things right by later agreeing to send one of its own engineers to the property, following conversations with Mr H on 15 April. Mr H also says the issue was misdiagnosed. This meant that replacing the pump didn't sort out the problem. IPA says it wasn't it that diagnosed the issue with the pump. But, regardless of who initially diagnosed the issue, IPA did attend the property and I think it should have investigated what was wrong with the boiler before they agreed to replace the pump.*

*The problem with the boiler wasn't resolved when the pump was replaced. So, this does suggest the issue was misdiagnosed. But IPA has reimbursed Mr and Mrs H for the pump, so they haven't lost out financially. I appreciate Mr H has also raised this as being troubling and upsetting. As with the delay in attending the property, I've considered the impact of this when discussing compensation.*

*Mr and Mrs H are also unhappy that IPA's engineer wouldn't agree to install the pump when they visited on 17 April 2020.*

*IPA says this was because the engineer didn't think it was safe to enter the loft to isolate the ball valve. It's provided photos to show that the loft hatch is directly above a shower cubicle. It says there was no fixed loft ladder and, even if there was, a shower cubicle is not a safe place to place a ladder with load. The pictures also show that the hatch was restricted by the top rail of the shower.*

*I appreciate it was disappointing for Mr and Mrs H when the engineer wouldn't agree to make the repairs. They don't agree it was necessary to access the loft to complete the work. But IPA says that the water storage tank is in the loft and the ball valve needed to be shut off to prevent it refilling the system while it was being drained down. Failure to isolate the ball valve would stop them from safely being able to change the pump and valves.*

*I'm persuaded that IPA believed it was necessary to access Mr and Mrs H's loft to complete the work. And having seen the photographs, I can see why they were concerned about the safety of entering the loft.*

*IPA gave Mr and Mrs H authority to use their own engineer and said they would reimburse him according to the terms and conditions of the policy. Although IPA weren't able to enter the loft, it did provide Mr and Mrs H with home assistance cover for the lack of heating and hot water at the time. I think this was reasonable to ensure they were still able to benefit from the cover under the policy.*

*IPA says the boiler was deemed BER because the cost of replacing the heat exchanger as well as the cost for the pump and valve replacement exceeded the current value of the boiler.*

*I've asked IPA to provide evidence to show the market value of Mr and Mrs H's boiler at the time, but it hasn't done so. In its final response to Mr and Mrs H's complaint IPA has referred to the costs "exceeding £1000.00 which is greater than the current value" of the boiler. So, it appears to suggest that the market value was around £1,000.*

*I don't think it's fair to include the cost of replacing the pump in IPA's calculation to determine if boiler was BER, because this appears to have been done as a result of the issue initially being misdiagnosed. IPA says the quote for replacing the heat exchanger was £920. If the market value of the boiler was £1,000, as IPA has suggested it was, it means the cost of repairs was less than that. So, based on the limited information I've been provided with, I'm not persuaded that the boiler was BER.*

*But IPA has also commented that "the heat exchanger is a serviceable part, meaning that if the boiler was annually maintained then this part would be removed and cleaned therefore preventing it from failing".*

*I can see that IPA asked Mr H for evidence of his boiler being serviced within 12 months of it failing to work, but he said he wasn't able to provide the necessary documents.*

*If IPA hadn't offered the BER contribution to Mr and Mrs H it might reasonably have concluded that the boiler breakdown wasn't covered because there weren't any service documents to show it had been properly maintained.*

*With this in mind, I think IPA's offer to pay a BER contribution seems fair. Mr and Mrs H appear to have acted on this offer by buying a new boiler. So, I think it's fair for IPA to honour its BER contribution offer.*

#### *Other concerns*

*IPA has acknowledged that it is likely to have told Mr H that his policy had expired in error because it was incorrectly showing as expired on its systems. So, I've considered this as part of the trouble and upset compensation I intend to award.*

*Mr H says he also experienced issues with IPA when he tried to claim for a leak in the pipework close by his radiators. Mr H says this happened around the same time he was dealing with the issues with his boiler. But I can't see any reference to this in IPA's claim notes or final response letter. So, it appears to be a separate matter. If Mr H wants to pursue this, he might want to raise a separate complaint with IPA.*

#### *In conclusion*

*Mr and Mrs H say they were without hot water and heating for around two months. I appreciate some of the delay was beyond IPA's control. But IPA does have a duty to progress a claim fairly and efficiently. And I think, as IPA has acknowledged, there were times when IPA could have progressed the claim, much more quickly than it did. So, I've needed to think about the impact the delays in progressing the claim and the failures in service have had on Mr and Mrs H, when deciding whether the compensation already offered to them is fair.*

*Having done so, I can see how being without heating and hot water would have been inconvenient and distressing for Mr and Mrs H. there was a delay in initially attending the property, and when an engineer did visit, the problem was misdiagnosed. This meant Mr and Mrs H were without hot water and heating for longer than they should have been - if the claim had been progressed efficiently, and the problem correctly diagnosed in the first instance.*

*I've also taken into account that being without hot water would have been particularly difficult for Mr and Mrs H, given this was during the first lockdown due to the coronavirus pandemic. At this time, the government restrictions meant everyone needed to stay at home. And so, Mr and Mrs H wouldn't have been able to go anywhere else to use hot water and heating. Mr H has told us that an additional £200 payment for trouble and upset would resolve matters for them. Having considered everything, I think this is reasonable, given the trouble and upset above. So, I intend to direct IPA to pay Mr and Mrs H £200. This is in addition to the £350 it's already offered for trouble and upset and the £250 BER for the boiler.*

*Mr H has told us that he didn't receive the £150 compensation cheque IPA says it sent him on 7 July 2020. IPA said it would check whether this had been cashed, and if it hadn't, it would cancel the cheque. But when Mr H contacted us recently, he said he still hadn't heard from IPA. So, I would urge IPA to get in touch with Mr H directly to resolve the issue of this payment and make sure it is provided to Mr and Mrs H."*

*I set out what I intended to direct IPA to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.*

## **Responses**

IPA said it had paid Mr and Mrs H £530 to date. It provided evidence to show that the cheque it had issued for £150 in July 2020 had been cashed. It said it accepted what I'd said in my provisional decision. It was willing to pay Mr and Mrs H the further £200 for trouble and upset I'd recommended, as well as the £250 BER contribution for the boiler once it had received proof of payment for the replacement boiler from Mr and Mrs H.

Mr H made some further comments about the service he'd received from IPA and the impact it'd had on him and his family. He also attached several documents, although we had already received most of these previously.

## **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.

I'd like to reassure Mr H that I have considered all of his comments, even if I haven't referred to each of them individually.

I appreciate that being without hot water and heating for so long was extremely inconvenient and distressing for Mr and Mrs H. I understand that Mr H spent a lot of time on the phone trying to resolve things and this must have been very frustrating. I don't doubt that this experience had a negative impact on Mr H's mental health. But I'd already considered the impact on Mr H and Mrs H in my provisional decision. And I still feel that a total of £550 is fair compensation for the trouble and upset they've experienced.

Mr H has also commented on IPA's assessment that his boiler was BER. He said he challenges this as IPA didn't know the model or age of his boiler. The cost of replacing the faulty boiler part was below the claims limit of £1,000 and quotes for new boilers were between £2,500 to £3,500.

In my provisional decision I explained that I wasn't persuaded that the boiler was BER. But I also said that if IPA hadn't offered the BER contribution to Mr and Mrs H it might reasonably have concluded that the boiler breakdown wasn't covered because there weren't any service documents to show it had been properly maintained. I said (although they might not be entitled to it) I thought it was fair for IPA to honour its BER contribution offer because Mr and Mrs H appear to have acted on it. And IPA has indicated it is willing to do so, once Mr and Mrs H have provided the proof of payment it has requested.

I also explained, in my provisional decision, why it wouldn't be appropriate for me to consider the concerns Mr H has raised about trying to claim for a leak in the pipework near his radiators. In his most recent communication, Mr H has referred to a claim he'd made in January 2020 when he had no electricity because his hob had exploded. This also appears to be a separate matter. So, this is not something I can consider as part of this complaint.

Having considered all of Mr H's comments and the documentation he's supplied, I haven't found any reason to change the conclusions I reached in my provisional decision.

## **Putting things right**

IPA should pay Mr and Mrs H a further £200 for trouble and upset. This is in addition to the £250 BER contribution and the £350 trouble and upset payment it offered them before they brought their complaint to our service.

### **My final decision**

For the reasons I've explained, I uphold Mr and Mrs H's complaint and direct Inter Partner Assistance SA to put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 8 June 2021.

Anne Muscroft  
**Ombudsman**