

## The complaint

Mrs B complains that Inter Partner Assistance SA (IPA) failed to provide an emergency boiler repair service when she needed it because they were unable to locate her policy, and she had to pay a gas engineer privately to come out.

## What happened

Mr and Mrs B took out a home insurance policy which included a home assistance policy with IPA on 28 November 2020. On 27 December 2020 their boiler broke down and Mrs B contacted the emergency helpline. She got through to a recorded message advising that there was a high call volume and to try again later. Mr B is disabled, Mrs B is in poor health, and they had no heating or hot water.

Mrs B then rang the home insurer's help team, who were unable to locate her policy. The agent provided Mrs B with details of an authorised contractor who could help and also details of the policy validation team so she could verify her policy that could not be located. Mrs B e mailed her policy copy to the validation team but they were closed due to the Christmas holidays.

Mrs B then contacted a local gas engineer who came out on 28 December 2020 and advised that it would cost £500 to repair the boiler. Mr and Mrs B decided that in view of the cost of the repair making it uneconomical to repair, they would have a new boiler instead, and the engineer fitted this on 30 December 2020 at a cost of £1700.

Mrs B contacted IPA to complain about their lack of service. They sent their final response on 8 January 2021. They said that on the night in question they had a high volume of calls and that they were unable to locate the policy as the details had not been passed to them by the home insurer. They offered £250 towards the cost of the new boiler as under the terms of the policy, as that is the amount they would have contributed if they had sent one of their own engineers, and they were unable to repair the system.

Mr and Mrs B were unhappy with this response and brought the complaint to us.

One of our investigators has looked into Mr and Mrs B's complaint and decided that the offer from IPA was fair.

Mr and Mrs B disagreed with our investigators view, and so the case came to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows:

*I have thought about what has happened, and also about what should have happened if IPA had found Mr and Mrs B's policy details on the system.*

*If things had happened as they should have, Mrs B's call would have been answered, the policy located, and an engineer dispatched. It is likely that as Mr B is disabled and Mrs B has poor health, that they would have been treated as a priority, and so a visit would have*

*probably taken place quite quickly given the lack of heating and hot water. This didn't happen as the policy could not be found on IPA's system and so I'm satisfied that something went wrong, and the error is IPA's .*

*However, it is unlikely that the outcome would have been any different. The IPA engineer is likely to have reached the same findings as the engineer who did come out, which was that the repair was expensive, and it was more economical to replace the boiler.*

*Under the terms of the policy, at page 42, it says, "If in the opinion of our authorised contractor, we are unable to repair your boiler/hot water system, we will pay you £250 towards buying a replacement boiler or heating system"*

*In view of this, I'm satisfied that IPA's offer of £250 towards the cost of the new boiler is a fair outcome for this part of the complaint, as it's the same amount that Mr and Mrs B would have received if IPA had sent an engineer themselves who was unable to do an economical repair. IPA would never have paid the full cost of a replacement boiler, and so that's not something I can award.*

*However, I also have to consider whether the fact that things did go wrong has caused any additional inconvenience or upset to Mr and Mrs B.*

*On the day that the boiler broke down it was the period between Christmas and New Year, and weather reports for 27-30 December 2020 show the temperature to be between a low of -3 and a high of 5 degrees. I am satisfied that in these circumstances, being told that your policy could not be located and that you were not eligible for a service that you know you have paid for was upsetting for Mr and Mrs B. They were asked to send through their policy, but the team who would have looked at this were closed, and so Mr and Mrs B understandably resorted to obtaining their own engineer to ensure they got a speedy repair. In the circumstances, I'm satisfied that IPA's failing caused unnecessary emotional distress and trouble.*

*In view of that I propose to award an additional payment in compensation. I consider that £100 is merited for the upset caused. I understand that the payment of £250 has already been made.*

In the light of these findings, I therefore intended to uphold Mr and Mrs B's complaint in part, and I invited the parties to comment.

IPA have accepted my recommendation. Mrs B has responded on behalf of both Mr and Mrs B. She has said that on the day the claim was made she did everything right and IPA did not respond. She points out that they purchased the policy to cover expensive emergency boiler repairs, and believes that if they had come out, the boiler would have been repaired. She accepts that they would not have been eligible for a new boiler but feels that more compensation should be awarded.

### **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 have considered Mrs B's response. I can understand that being in an emergency situation and having been told that their policy could not be found would have been stressful, and that is why I have made an award for the trouble and upset caused by the policy not being located. I'm not able to say whether IPA's engineer would have been able to repair the

boiler, or what the cost would have been, but I am mindful that Mr and Mrs B chose to have a replacement boiler rather than the £500 repair by the independent engineer, and IPA have already paid them the £250 that would have been due under the policy if that had been the advice of their engineer.

I am therefore making my final decision for the reasons I've summarised above.

**My final decision**

My decision is that Inter Partner Assistance SA should make a payment of £100 to Mr and Mrs B in addition to the £250 they have already paid

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

Joanne Ward  
**Ombudsman**