

## **The complaint**

Mr L complains about the service provided by Inter Partner Assistance SA (IPA) when he made a claim on his home emergency insurance policy.

References to IPA include their agents.

## **What happened**

On 1 May 2021 Mr L contacted IPA to make a claim on his home emergency policy. He said he had no heating or hot water in his home due to a problem with his boiler. IPA sent an engineer to inspect the boiler the same day, but he wasn't able to fix the boiler and informed Mr L someone would be in touch to discuss the next steps.

Mr L says no one got in touch with him so he contacted IPA again on 3 May 2021. He was told that no one could come out as it was a bank holiday and they were waiting for the parts to arrive before completing the repair. But because he was still without heating or hot water IPA said he could either stay in a hotel or purchase a heater. Mr L chose to take the heater as he assumed the boiler would be fixed the next day.

On 4 May 2021 Mr L called IPA again to get an update. IPA told him that the part for his boiler had been ordered but wouldn't be delivered for a couple of days so any repair would be after this time. Mr L was unhappy, so he complained.

IPA contacted Mr L the following day to discuss the complaint. Mr L said had he been told that the repair would have taken longer he would have chosen to stay in a hotel rather than purchase a heater. He said this would have saved him from having to travel to his sister's house on multiple occasions to have a shower. IPA apologised and offered Mr L £20 in compensation.

The following day an engineer contacted Mr L to say he was on his way to repair the boiler. But Mr L wasn't at home and said he wasn't informed someone would be attending that morning. Mr L then needed to rearrange the appointment as they couldn't revisit the same day. The engineer attended on 7 May 2021 but was unable to repair the boiler as there was still an issue with the parts, so he rebooked to come back on 8 May 2021. The following day the engineer was able to repair the boiler.

Mr L was unhappy with the service he received so referred his complaint to our service. He said he wasn't kept updated and had he known the boiler was going to take so long to fix he would have stayed in a hotel. But because this wasn't clearly communicated to him, he purchased a heater instead and had to travel to his sister's house to have a shower. Mr L said he'd like IPA to pay him the £250 alternative accommodation limit he would have been given had he elected to stay in a hotel and reimburse him for the cost of the heater.

Our investigator upheld Mr L's complaint. She felt IPA could have been clearer with Mr L at the start of the claim and because they weren't, she said they should pay an additional £50 compensation for the distress and inconvenience caused to Mr L. She also said that IPA should reimburse Mr L for the heater.

IPA accepted the investigators assessment and said they would be able to reimburse Mr L the cost of the heater if he provided a receipt for the purchase. Mr L didn't agree with the investigator, he didn't think £50 was enough to reflect the inconvenience caused to him. So he asked for the complaint to be reviewed by an ombudsman.

### **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've come to the same conclusion as the investigator for largely the same reasons. I'll explain why.

The main issues Mr L complains of are the time taken by IPA to fix his boiler and the communication from them during the repair process. I have looked at the information provided to understand whether IPA acted reasonably in their handling of the claim.

The records show that an engineer did attend Mr L's home promptly. However, the boiler could not be repaired. It was established that replacement parts were needed to do this. The notes reflect that the parts were ordered but due to the bank holiday there was a delay before these became available. This meant Mr L was without hot water and heating for a few days before the boiler could be repaired. Mr L told us that he had no contact from IPA following the initial visit of the engineer and the notes show he had to contact them a couple of days later for an update.

During the update IPA did offer Mr L the choice of either getting a heater or to book himself into a hotel, but this was done later than it should have been. I think it was unreasonable of them to have not offered him the choice immediately after the engineer's initial visit as they would have known Mr L would be without heating or hot water for a few days.

The boiler was eventually fixed the following Saturday after a delay in getting the part and some confusion in arranging for the engineer to return. Mr L said the repair took longer than needed because IPA initially sent an engineer when he wasn't at home and then when the engineer did attend, the part needed didn't work so he had to wait further before the boiler was finally repaired.

Because of this Mr L said he had to go to his sister's house on numerous occasions to have a shower and if he'd known the boiler would have taken a few days to repair he would have chosen to stay in a hotel rather than purchase a heater. I can understand why he found it frustrating that IPA were unable to repair his boiler sooner in these circumstances.

I've considered this but I can't see any evidence to show IPA told him the repair would be done the following day when he was given the option to stay in a hotel. The notes say that the part was due to arrive in one to two days so there wasn't a clear timeframe as to when the part would be available during this call. So ultimately it was a choice for Mr L to make between taking the hotel or heater with the information available at the time.

Mr L said IPA sent the engineer without notifying him which added to the delay, but I've listened to the call he had with the IPA advisor and he was told the engineer would be coming the following morning. But because Mr L wasn't at home a further appointment was required. I haven't seen evidence that shows IPA failed to do something required by their terms that could have resolved the problem sooner. I think IPA did take appropriate action to repair Mr L's boiler in line with the policy terms. However, they did not have the replacement parts immediately available.

But I do think there should have been clearer communication on the options available to Mr L sooner. I agree with the investigators opinion that IPA hasn't provided the service required here, and it is reasonable to offer some compensation for not making the options available to him immediately.

IPA paid Mr L £20 and agreed to reimburse him the cost of the heater, but I don't think this is enough for the lack of communication at the start of the claim as Mr L was without any heating or hot water for two days before he was advised of his options. So I agree that it's fair and reasonable that IPA should compensate Mr L as the investigator suggested by paying an additional £50 in recognition of the inconvenience caused to Mr L on top of the £20 already paid and the reimbursement costs of the heater.

### **My final decision**

For the reasons mentioned above, I uphold this complaint against Inter Partner Assistance SA and they should pay Mr L an additional £50 for the distress and inconvenience caused in the handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 22 December 2021.

Jag Dhuphar  
**Ombudsman**