

The complaint

Miss C complains about Inter Partner Assistance SA's (Inter) handling of her claim under her home emergency policy.

What happened

Miss C's central heating broke down. She made a claim to Inter and it sent an engineer to inspect the problem in October 2020. A fault was found with valves that were leaking into the boiler pump. This had damaged the electrics causing it to fail. Another fault was found with the fused spur, which is used to isolate the electrical supply to the boiler. This was found to be damaged.

Inter's engineer thought the leaks had been ongoing for a very long time. This meant the problem wasn't sudden or unexpected and so wasn't covered by Miss C's policy. It was suggested this should've been identified during work carried out by her previous insurer.

Miss C contacted her previous insurer. It was subsequently agreed by Inter that it would provide cover for the pump issue. However, her previous insurer didn't think its engineers were responsible for the damaged fuse spur. Miss C feels she is being blamed for this damage when it wasn't her fault. She referred her complaint to our service.

Our investigator didn't uphold her complaint. She thought Inter's engineer's account of the damaged fuse spur was plausible. She says it's not clear who was responsible for the damage or when this occurred, but this could've happened some time ago. She says Inter hadn't said that Miss C caused the damage. But in a call following its engineer's visit it had tried to establish how the problem occurred.

Inter subsequently agreed to allow Miss C to cancel her policy without charging the associated £35 fee. But our investigator didn't think Inter need do anything more.

Miss C remains unhappy that her reputation has been impacted and asks for an ombudsman to review her complaint.

It has 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 have decided not to uphold Miss C's complaint. I understand this will be very disappointing for her, but I will explain why I think my decision is fair.

Miss C says the issue identified with the boiler pump was resolved to her satisfaction, so I won't be considering this further. My remit here is to decide whether Inter treated her fairly in relation to the fused spur issue.

I've read the report notes made by Inter's engineer after his visit in October 2020. This says:

“Approx 30sih yrs old [reference to the boiler].. Been leaking some time water leaked into pump, needs drain down pump and valves 3 hours ish. Also fused spur damaged need electrician first.”

Inter says its approach is for its office staff to speak to an engineer after they leave a customer's property. This is to confirm any additional details that are needed in relation to the claim. The notes from this conversation reflect the engineer's records. Namely that the fused spur had been damaged previously so it will need an electrician to change it.

Inter's engineer took a photo of the fused spur. This is a square plastic socket fitted to the wall, which houses a fuse. I note a piece of plastic is resting on top of it. It appears as though the front section that slides across, allowing access to the fuse, is damaged. Our investigator asked Inter for more information on the damaged fused spur. It says a technical manager looked at the photo and thought the fuse looks to be stuck in the spur. The plastic resting on top is the handle used to remove the fuse. The manager agreed with the engineer's view that the spur would need to be changed before the pump repair was carried out.

I understand Miss C arranged for an engineer to visit from her previous insurer. This was after Inter's engineer had been. She then arranged for a family friend to replace the fused spur as she says the price quoted by her previous insurer was too expensive. Miss C says when the electrician attended to do the job a fuse was found on the floor. She had vacuumed this area prior to Inter's engineer attending and thinks this indicates the engineer was responsible for the damage.

Miss C says if the fuse was stuck in the spur it would have meant turning the power off when her boiler was serviced. Her alarm beeps when the power is reinstated. She says this didn't happen on any of the previous occasions her boiler had been serviced.

I understand the point Miss C is making. If the fused spur was broken the power would need isolating at the electrical consumer unit. But I don't think it's been shown this was necessary during previous work or that the power couldn't be isolated to a specific area, avoiding switching it off to the entire house.

Miss C says she was asked if she had tampered with the fused spur in a call with Inter after its engineer had left. I understand she was upset because she felt she was being blamed. We asked Inter if it had a recording of the call when this was discussed. It says that due to a migration of its systems, it's been unable to retrieve the call.

I don't dispute Miss C's recollection of this call, but I have no way of verifying what was said or the manner in which it was communicated. I think it's reasonable to expect the fused spur formed part of the conversation, as this needed to be replaced. But I can't say that Inter's agent behaved inappropriately or directly blamed Miss C for this damage.

In summary the main fault with Miss C's heating system was with the boiler pump. The fused spur allows the power supply to the boiler to be isolated so repairs can be carried out safely. The spur was damaged so Inter's engineer noted it should be replaced by an electrician before the work on the pump started. I don't think it's been shown that Inter's engineer damaged the spur. In fact, the damage could've happened some time prior to the engineer's visit.

In considering all of this, although I'm sorry Miss C is upset and feels her reputation is at stake, I don't think Inter treated her unfairly. I don't think it's been shown that Inter is responsible for the damage to the fused spur, and I can't reasonably say it blamed her for this either. Because of this I can't fairly ask it to do any more.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 19 May 2022.

Mike Waldron
Ombudsman