

The complaint

Mr B complains about the service Inter Partner Assistance SA (IPA) provided when he claimed under his home emergency policy for a boiler breakdown.

What happened

Both parties are aware of the details, so I've summarised events here.

Mr B had home emergency cover underwritten by IPA. He claimed under the policy when his boiler stopped working. IPA said the part needed, the fan, was no longer available. Mr B found that the fan was available and told IPA. It then sourced the fan and visited again to replace it.

Around six weeks later, Mr B's boiler broke again. IPA couldn't attend immediately and, given the busy time of year, agreed that Mr B could use his own engineer for a quicker repair.

Mr B's engineer replaced the fan, but he said the one he removed wasn't new. Mr B complained to IPA that it mustn't have replaced his fan during the original callout. On investigation, IPA found the fan wasn't replaced with a new one, although it wasn't clear whether it was replaced with a reconditioned fan.

To resolve Mr B's complaint, IPA offered £200 for the distress and inconvenience he experienced. He didn't think that went far enough and brought his complaint to this service.

Our investigator agreed that IPA hadn't done enough and tried to mediate the complaint. IPA agreed to refund Mr B's £25 policy excess, but he remained unhappy.

I issued a provisional decision in September 2022 explaining that I was intending to uphold Mr B's complaint. Here's what I said:

provisional findings

I won't respond to each point made, or comment on every piece of evidence – our rules don't require me to. Instead, I've considered the complaint as a whole.

Having reviewed the log notes, photos of the fan, and taking into consideration Mr B's recollection of the discussion with IPA, I think it's more likely than not that the fan wasn't replaced, despite the engineer notes saying it was. This had a direct impact on Mr B because his boiler failed again the following month. So, the issue here is not just that IPA's engineer incorrectly claimed to have replaced the fan, but also the knock-on effect which meant Mr B experienced further boiler problems and the associated inconvenience.

IPA must take responsibility for the actions of its agents, so that means IPA is responsible for not replacing Mr B's boiler fan despite telling him it had. That's a shortfall in service which caused Mr B distress and inconvenience the following month, over a cold festive period and with young children in the home.

While any direct financial loss may have been limited, the impact Mr B described was the overall delayed repair; inconvenience caused over the festive period which could've been avoided; payment of the policy excess for work not carried out; having to find his own engineer to carry out the fan replacement, and receiving payment for his costs only up to the policy limit which was less than Mr B actually paid.

Had IPA's engineer carried out the work as expected during the first visit, all the inconvenience Mr B experienced could've been avoided. If IPA's engineer couldn't resource a replacement fan, it could've told Mr B at that first visit and he could've looked for his own engineer then. That would've prevented the delays, the need for a further visit, and the additional inconvenience particularly over the cold, festive period.

IPA offered to reimburse Mr B the £25 policy excess; it reimbursed £500 for the callout charge and fan replacement, and offered £200 by way of apology. While I agree this goes some way to addressing the service shortfalls, I don't think it goes far enough.

IPA has reimbursed Mr B up to the policy limit and offered to refund his excess. I think that's reasonable to address the direct costs he incurred, and I can't fairly ask IPA to reimburse more than the policy provides for. IPA also offered £200 by way of apology. I've thought carefully about this, but I think it's fair that IPA pays Mr B additional compensation for claiming to have replaced the boiler fan.

I can completely understand that Mr B felt let down by IPA's poor service and incorrect repair claims, but I must look at the overall circumstances and the impact on Mr B. While it took longer than it should've done to have his boiler repaired, whatever IPA did when it claimed to have replaced the fan did at least provide a working boiler for a few more weeks. That means the additional time Mr B was without use of it was fairly limited.

I understand Mr B wants me to require a significant payment so that IPA feels the impact. But my remit is to put matters right for Mr B; it's not to punish IPA for what it did. So, while I expect Mr B won't consider the payment enough, I won't be asking IPA to increase the compensation significantly. However, I can't ignore the fact that Mr B felt let down by IPA when he could reasonably have expected to rely on its service during a home emergency. In recognition of that, I'm minded to require IPA to pay total compensation of £300. That's in addition to a refund of £25 for the policy excess.

I said I was minded to require Inter Partner Assistance SA to:

- *pay Mr B £300 compensation to acknowledge the impact its mistakes had on him, and*
- *reimburse the £25 policy excess, if it hasn't done so already.*

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

IPA accepted my provisional decision.

After first seeking clarification, Mr B asked for further consideration of the compensation amount. He didn't think it was enough.

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 thought again about the inconvenience Mr B and his family experienced. I understand that Mr B remains unhappy about the service IPA provided and he's obviously still upset about the matter. And I agreed that IPA hadn't provided the standard of service he could reasonably have expected. However, Mr B hasn't provided any evidence, either in his initial complaint or in his latest submission, that persuades me a further increase in compensation is warranted.

To be clear, IPA offered £200 by way of apology. My decision is that IPA should increase that payment by £100, bringing the total to £300.

So, my final decision is the same as my provisional decision and for the same reasons.

My final decision

For the reasons I've explained above, and in my provisional decision, I uphold Mr B's complaint and Inter Partner Assistance SA must:

- pay Mr B £300 compensation to acknowledge the impact its mistakes had on him, and
- reimburse the £25 policy excess, if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 4 November 2022.

Debra Vaughan
Ombudsman