

The complaint

Mr S and Mrs K complain about Inter Partner Assistance SA (“esure”) for how it handled their claim for repairs to a boiler. They want esure to reimburse them for the costs they incurred, and to increase its offer of compensation.

What happened

Mr S and Mrs K held home insurance with esure. Their policy included Home Emergency cover which offered up to £500 worth of repairs per claim for urgent repairs to services. This included heating and boiler repairs.

In October 2021, Mr S and Mrs K experienced some issues with their shower. They called out esure and esure sent an engineer. The engineer was unable to find a problem on that occasion. The boiler was located in the loft of the home and the engineer did not inspect the boiler.

In late November 2021, Mrs K and Mr S identified that a leak was coming from the boiler.

They logged a claim with esure. Esure sent an engineer out to look at the boiler. Mr S advises that the engineer had an unhelpful attitude and seemed to have decided that the boiler was beyond repair before looking at it.

After discussions, the engineer inspected the boiler and identified that repairs were needed.

The engineer considered that the boiler was beyond economic repair and so advised Mr S that the claim would not be covered by his policy.

Esure has subsequently explained that the engineer estimated repairs would cost around £960 and that he considered this disproportionate to the value of the boiler, which he estimated as being worth around £500 at that time.

Mr S called esure and was advised that he would not be offered repairs by esure for this reason. During this call, esure told Mr S that if he was able to get repairs by another engineer then esure would reimburse the cost of these (up to the policy limit).

Mr S called a private engineer who provided a report stating that the boiler was not beyond repair and that it could be repaired with available parts.

Mr S then engaged a different company, B, to carry out repairs. The initial call out from B cost around £110, but Mr S advises that it was agreed with B that he would have to take on boiler cover with B in order to have the repairs carried out. Mr S agreed to this and paid for the policy at a further cost of around £260 over the year. B successfully completed the repairs.

Mr S provided evidence of his costs to esure. He argued that esure’s engineer was wrong to assess the boiler as beyond repair and wanted his costs to be reimbursed.

Esure offered to reimburse the call out fee of around £110, and the cost of some electric heaters, but declined to reimburse the further cost of the policy with B.

Mr S and Mrs K complained to esure. They felt that the engineer's view had been wrong, and they felt that this caused the home to be without heating and hot water for longer than necessary. There was a vulnerable occupant of the home who needed to shower daily and so they had to travel elsewhere while there was no working boiler.

Esure responded to the complaint, maintaining its position. It increased its offer of compensation for service failings, such as not returning calls, but still did not consider that the policy cost should be covered.

Mr S and Mrs K contacted us.

Our investigator considered the matter and did not recommend that the complaint be upheld. They did not feel that there was sufficient evidence to disprove that the boiler was beyond economic repair. They considered that the reimbursement and compensation was sufficient. Mr S and Mrs K did not accept that view and asked for an ombudsman decision.

I previously issued a provisional decision in respect of this complaint. In that provisional decision I set out that I considered that esure had agreed to pay Mrs K and Mr S up to £500 for them to find a repair, and I thought that esure should therefore refund the costs they incurred. I also thought that esure should reimburse Mrs K and Mr S for the costs of heaters and hot water bottles that they had purchased, and that esure pay them £225 compensation for their distress and inconvenience.

That provisional decision has been shared with the parties and they have been invited to comment.

Esure has responded, accepting the provisional decision, and advising that it has already reimbursed Mr S and Mrs K:

- £243.48 towards the costs of repair (made as two payments to them of £134.48 & £109.00);
- £50.00 towards the costs of heaters; and
- £225.00 compensation.

Esure therefore considers that the amount remaining to pay to Mr S and Mrs K is £126.52 to represent the difference between what Mr S and Mrs K spent on repairs (around £370) and what esure has already reimbursed.

Mr S has responded, seemingly accepting the provisional decision, but rejecting the additional sum of £126.52. They do not consider that this meets the terms of my provisional decision.

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.

As there have been no substantive arguments against my provisional decision, I remain of the view expressed there and adopt that decision and reasoning as my final decision.

I understand that Mr S and Mrs K feel that esure needs to reimburse them further for the costs of repair. I have not seen further evidence of costs incurred by Mrs K and Mr S, other than the evidence of costs spent with B (that was £109 for the first fixed fee, and £259.56 for

the year's cover – totalling a spend with B of £368.56).

If those were all of the costs paid to B, and Mrs K and Mr S have received the payments listed above from esure, then I would agree with esure's calculation that the remainder to pay to Mrs S and Mr K is £126.52.

I have not, however, seen details of the costs spent on hot water bottles and heaters, and I cannot be sure what payments Mr S and Mrs K have received.

It is not clear what basis Mr S and Mrs K do not think that the offer meets my direction so I suggest that if Mr S and Mrs K disagree with the calculation above they provide to esure any additional evidence of repair costs or heater costs from the relevant time (within 28 days of this decision becoming binding), and also make clear if any of the payments detailed above have not been received.

After that, esure should recalculate whether any further reimbursement is needed, in line with my decision and make such payments as meet the decision.

My final decision

For the reasons given above, and in my provisional decision, I uphold Mrs K and Mr S's complaint and direct Inter Partner Assistance SA to:

- Consider any further evidence provided by Mrs K and Mr S showing their costs spent with B, or any additional costs of heaters/hot water bottles;
- Reimburse Mr S and Mrs K for the costs they spent with B, up to a maximum of £500;
- Reimburse them the costs of hot water bottles and heaters; and
- Pay to them £225 compensation for their distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr S to accept or reject my decision before 14 April 2023.

Laura Garvin-Smith
Ombudsman