

The complaint

Mr P complains about the service he received from Inter Partner Assistance SA (“IPA”) after he made a claim under his home emergency policy.

IPA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As IPA has accepted it is accountable for the actions of the agents, in my decision, any reference to IPA includes the actions of the agents.

What happened

In December 2022, Mr P contacted IPA about an issue with his boiler, which meant he had no heating or hot water. An engineer attended two days later and established that a new part needed to be ordered. The engineer managed to get Mr P’s boiler working but this only lasted for a couple of days.

A week after the first visit, an engineer attended Mr P’s property and attempted to fit the new part. However, the part didn’t fit correctly. The engineer drained the boiler to prevent it leaking and Mr P and his family were left without a working boiler. IPA offered Mr P £150 for the inconvenience.

Another visit was booked for early January, but the engineer didn’t turn up on the date it was scheduled for. An engineer attended the next evening at around 9.15 pm. Mr P says he was concerned about his children being woken, so he wouldn’t let the engineer in to see the boiler. A couple of weeks later, Mr P contacted IPA because he hadn’t heard back from it. IPA authorised for him to use his own engineer and offered to increase its offer of compensation to £200.

Mr P’s local engineer said the boiler had been left in an unacceptable condition with no indication as to what was required to be fixed. He recommended that the boiler be replaced.

Mr P raised another complaint with IPA. He believed IPA was responsible for him needing to purchase a new boiler. He was also unhappy to have been left without a boiler for over two months.

IPA agreed that damage was caused to Mr P’s boiler by its engineer and that the customer service it had provided was poor. It offered Mr P £350 for distress and inconvenience and £150 towards the costs of his own engineer.

Mr P remained unhappy and asked our service to consider the matter. Our investigator thought Mr P’s complaint should be upheld. He recommended that IPA pay Mr P £2,100 towards the cost of a new boiler, in addition to the £500 it had already offered.

IPA asked for the complaint to be passed to an ombudsman. So, it’s 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've reached broadly the same conclusions as our investigator. I'll explain why.

From what I've seen and been told, Mr P was left without a working boiler in mid-December 2022. IPA hasn't explained why the engineer didn't turn up to the appointment in early January or why he arrived late the following evening. There doesn't appear to have been any further contact from IPA until Mr P emailed two weeks later. It was particularly distressing for Mr P to be left without a working boiler for so long, given the time of year. He was also concerned about the welfare of an elderly relative who lives with him.

Mr P says he wasn't offered any emergency heating despite it being the middle of winter. He says he had no option but to purchase oil heaters at a cost of £400.

I think IPA's offer of £350 for distress and inconvenience is reasonable. However, I don't think £150 is enough to compensate Mr P for his financial loss.

I appreciate the policy's terms and conditions say that repair or replacement of boilers that have been declared Beyond Economical Repair (BER) by IPA's authorised contractors are not covered.

However, IPA's authorised contractors didn't declare the boiler BER. It was declared beyond repair by Mr P's own engineer who said: *"I found the boiler was in an unacceptable condition with parts hanging off, water drained and no indication as to what was required to be fixed. In my opinion the boiler is beyond repair, having no previous knowledge as to what has or hasn't been done"*.

Mr P says he was quoted £3,200 for a new boiler. He says he isn't expecting IPA to pay for his new boiler, but he would like it to make a large contribution towards this.

I don't think Mr P's request is unreasonable, given that IPA has agreed its engineers are responsible for damaging it. There's no evidence to suggest his boiler would have needed replacing if it wasn't for the actions of IPA's engineers.

IPA has asked for Mr P's complaint to be referred to an ombudsman, but it hasn't given any reasons for disagreeing with our investigator's recommendation. Having considered the matter, I think it would be fair for IPA to pay Mr P £2,100 towards the cost of a new boiler. This is in addition to the £500 it's already offered.

Putting things right

IPA should pay Mr P £2,600.

My final decision

For the reasons I've explained, I uphold Mr P's complaint and direct Inter Partner Assistance SA to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 1 September 2023.

Anne Muscroft
Ombudsman