

## **The complaint**

Mr A complains about Inter Partner Assistance SA (“IPA”) and the service they provided after he made a claim on his Home Emergency (“HE”) policy following the breakdown of his boiler.

## **What happened**

Mr A held a HE insurance policy, underwritten by IPA. Unfortunately, on 16 March 2023, Mr A’s boiler broke down, leaving him without heating and hot water. So, he contacted IPA to make a claim.

IPA accepted Mr A’s claim and arranged for an engineer to attend his property on, or around, that day. They were unable to repair the boiler as parts were required. So, parts were ordered, and Mr A was made aware of his alternative accommodation and heaters allowance.

An engineer reattended Mr A’s home on 22 March, with the parts ordered on the first attendance. But these parts failed to repair the boiler, and additional parts were identified as being needed. So, parts were ordered again. And at the same time, IPA paid Mr A £100 compensation to recognise the length of time he’d been without access to heating and hot water. A third attendance was held on 28 March, with the additional parts. But Mr A’s boiler was still unable to be repaired and so, at this point, his boiler was deemed beyond economical repair (“BER”). Mr A was unhappy about this, so he raised a complaint.

Mr A was unhappy with how long it had taken IPA to deem his boiler BER. He explained how his lack of access to heating and hot water during the cold weather at that time of year impacted his health. So, he wanted to be compensated for the upset he’d been caused.

IPA responded to Mr A’s complaint and upheld it. And they offered to pay Mr A an additional £200 to recognise the impact their service had created. Mr A didn’t think this offer was enough to fairly compensate him and so, he referred his complaint to us.

Our investigator looked into the complaint and felt the offer already put forward by IPA was a fair one. They agreed with Mr A that IPA could’ve deemed his boiler BER sooner, explaining why they felt this should’ve been done on 22 March 2023. So, they accepted Mr A’s claim was delayed unnecessarily for a period of six days. And they recognised the impact having no access to heating and hot water had on Mr A’s health. But they thought the £200 fairly recognised this impact, considering the relatively short delay IPA were responsible for, and the fact we were unable to say for certain it was this delay that led directly to Mr A’s health condition. So, they didn’t think IPA needed to do anything more.

Mr A didn’t agree. He maintained his belief his health condition had been caused by the actions of IPA. And he provided his own timeline, explaining that after his boiler had been deemed BER by IPA, he’d instructed his own engineer who had managed to fix the issue. So, he maintained his position that £200 compensation wasn’t enough to adequately compensate him, and he felt this should be increased. As Mr A didn’t agree, the complaint has been passed to me for a 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.

Having done so, I think the £200 offer put forward by IPA in their complaint response is a fair one, for broadly the same reasons as the investigator. And I'll explain why.

I think it's accepted by IPA that their service could've been improved during Mr A's claim and so, I don't think the complaint issue itself is in dispute. But for completeness, I've considered the timeline of Mr A's claim, to identify where I think there were unavoidable delays.

I note Mr A raised his claim on 16 March 2023, and IPA arranged for an engineer to attend Mr A's property on, or around, the same day. So, I think they acted fairly here. And I'd expect IPA to make a reasonable attempt to repair the boiler. In this situation, IPA's engineer felt further parts were needed and I've seen nothing to suggest this wasn't the case. So, I think IPA were fair to order parts, in line with the engineer's advice.

The terms and conditions of the policy Mr A hold explains, under the section "*Parts Availability*" that "*there may be times when replacement parts are delayed because of circumstances beyond our control. In these cases, we will not be able to avoid delays in repair.*" In this situation, the parts were ordered and received within three working days, considering the parts were ordered around the weekend. So, I don't believe there has been an unreasonable delay here. And, even if there was, I don't think this would've been in the control of IPA. So, I don't think IPA acted unfairly, up to the 22 March 2023, when an engineer attempted to fit these parts.

But I note on this second attendance, the parts weren't able to repair the boiler. And the engineer felt additional parts would be needed. Considering that on the next attendance, some six days later, even more parts were said to be needed, I think it's reasonable for me to assume this should've been realised on the attendance on 22 March. And, had this been the case, I think IPA would've deemed Mr A's boiler to be BER six days sooner.

And had IPA done this, Mr A would then have been able to engage his own engineer earlier, who I note Mr A has stated did in fact manage to fix the boiler overall. While I do appreciate why this would lead Mr A to feel as though IPA's engineers diagnosed the boiler incorrectly, I've seen no evidence to show exactly what work Mr A's own engineer completed, to say for certain whether IPA's engineer's decision to deem the boiler BER was an unreasonable one.

So, I do think Mr A was left without access to heating and hot water for six days longer than he should've been, had IPA acted fairly. And because of this, I'm satisfied IPA did act unfairly. So, I've then thought about what I think IPA should do to put things right, which I recognise is the main point that remains in dispute.

## **Putting things right**

When thinking about what IPA should do to put things right, any award or direction I make is intended to place Mr A back in the position he would've been in, had IPA acted fairly in the first place.

In this situation, had IPA acted fairly, I think they would've made Mr A aware on 22 March 2023 that they felt his boiler was BER. And had they done so, I think Mr A would've been able to arrange for an independent repair sooner. So, I think Mr A should be compensated for this.

I want to note that Mr A disputes this diagnosis. But I note IPA have already reimbursed Mr A the costs of his independent engineer, so I don't think Mr A has lost out financially because of this decision. So, I've thought solely about what compensatory amount is a fair one, to recognise the emotional and physical impact to Mr A.

I recognise Mr A has provided our service with medical documentation, that he feels supports his belief his medical condition was caused because of his exposure to the cold without heating and hot water. And he feels this exposure was solely down to the failures of IPA. But I don't think I'm able to say for certain that it was IPA's failure that led to this condition.

This is because I think Mr A would always have been exposed to no heating and hot water between 16 March to 22 March 2023, even if IPA had acted fairly, as they were not responsible for his boiler breaking down initially. And I'd always expect them to attempt a repair, as this falls in line with the terms of the policy Mr A held. So, I don't think it would be fair for me to say IPA were the sole cause of Mr A's health condition. So, I don't think they should compensate Mr A for the development of the condition directly.

But I don't doubt Mr A did have a health condition that was made worse by the cold. And I think this would've made the situation he found himself in worse. So, I'd expect the compensation offered by IPA to reflect this adequately. And having considered the offer IPA offered Mr A, I think this offer falls in line with our services approach and what I would've directed, had it not already been put forward.

I think the £200 fairly recognises how Mr A would've been impacted by his lack of access to heating and hot water, considering the situation was made worse by his health condition. But I think it also fairly reflects that IPA were only responsible for six days' worth of delays which I think is a relatively small period of time. And that Mr A would always have been exposed to the cold for a period of time, which IPA couldn't control.

I think the £200 also fairly reflects the fact that IPA have since covered the costs of Mr A's own engineer, £50 for heaters allowance that Mr A chose to utilise instead of alternative accommodation and that IPA have already paid an additional £100 to Mr A during the claim process, to recognise any impact Mr A was caused waiting for parts up to the attendance on 22 March 2023, which I don't think they needed to do.

So, because of the above, I am directing IPA to pay Mr A £200 as put forward originally in their complaint response.

### **My final decision**

For the reasons outlined above, I uphold Mr A's complaint about Inter Partner Assistance SA and I direct them to take the following action:

- Pay Mr A £200 to recognise the upset and inconvenience he was caused by the avoidable delays they created during the claim process.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 November 2023.

Josh Haskey  
**Ombudsman**