

The complaint

Mr and Mrs B have complained about how Inter Partner Assistance SA (trading as AXA Assistance) have handled their home emergency claim, under their home insurance policy.

What happened

The details of what happened here are well known to both parties, so I will just summarise them.

- Mr and Mrs B's boiler broke down, and they register a claim with Inter Partner on 2 July 2024. An engineer attended two days later, but they allege they only reset the boiler before leaving.
- Mr and Mrs B say they experienced further issues and a new engineer attended (the next day), who they say completed a more thorough investigation. Before determining they would need to return with more parts. They were unhappy as they remained without heating or hot water.
- Mr and Mrs B complain that the engineer didn't return on 10 July 2024, as they said they would (and as a text message confirmed they would). They used a day's holiday which was wasted. They also complain the call handler they spoke to that day was rude.
- They say they were without heating and hot water for 13 days before the issue was rectified and want to be compensated appropriately for the distress and inconvenience caused.

Inter Partner responded on several occasions and in total offered Mr and Mrs B £350 compensation for the issues caused. Mr and Mrs B remained unhappy and brought their complaint to our service for an independent review.

Our Investigator looked into it, she felt that whilst there were failings, the £350 total offer was fair.

Mr and Mrs B responded and didn't agree. They maintained that the offer wasn't fair and reiterated the impact the issues had on them and their family. They felt £700 would be a more appropriate compensatory figure.

As no agreement was reached, the case 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.

Firstly, I would like to empathise with Mr and Mrs B. They were clearly without hot water (and heating) for over a week, and I know this will have been a difficult period for them, especially

with having young children at home.

However, it isn't my role to punish Inter Partner, but to ensure they have compensated Mr and Mrs B fairly for the impact of their failings. I think they have.

Obviously, Inter Partner aren't at fault for the boiler initially breaking down. And whilst Mr and Mrs B maintain that the original engineer didn't do enough, it is recorded that the boiler was working when they left. I appreciate it subsequently failed again, but I can't see enough evidence to conclude that was the fault of the engineer or foreseeable by them.

An engineer then returned in a timely manner (the next day) but identified more work and parts were needed and it was estimated they would be available for a follow up attendance five days later. Unfortunately, I can see this didn't go ahead (due to a delay with parts). However, this wasn't appropriately communicated to Mr and Mrs B and the subsequent complaint call wasn't handled well enough either. Causing them further distress and inconvenience.

I am pleased to see that Inter Partner did offer to look at alternative accommodation for the family in the meantime (this offer was rejected) and the boiler was finally fixed on 15 July 2024. I note that Mr and Mrs B say they suffered a financial loss by taking leave at work which they didn't need, but I haven't been provided with further evidence of this.

Overall, whilst recognising the significance of this episode on Mr and Mrs B (and their family), I think £350 fairly recognises the impact on them for the missed appointments and service issues experienced. I can't hold Inter Partner responsible for the issues after the original engineer attended and they fixed the issue as soon as the parts were available (offering alternative accommodation in the meantime).

My final decision

I don't uphold this complaint. I think the total offer from Inter Partner Assistance SA of £350 to put things right, is a fair one. They should pay this to Mr and Mrs B, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 18 April 2025.

Yoni Smith
Ombudsman