

## **complaint**

Mrs R is unhappy with how Inter Partner Assistance SA (IPA) handled her home emergency insurance claim. She says IPA's engineer caused a fault with her heating and hot water, which it refused to repair.

## **background**

Mrs R's policy was underwritten by IPA. All references to IPA include its administrative agents.

On 31 October 2011, Mrs R registered a claim with IPA because she had no heating or hot water. An engineer was due to attend on 1 November 2011 but, due to the time he was scheduled to arrive, the attendance was cancelled. An engineer arrived to inspect Mrs R's boiler the following day and replaced a synchron motor.

On 8 November 2011 Mrs R contacted IPA to complain that, since the engineer's attendance, her heating and hot water were coming on together.

There followed a number of telephone calls between Mrs R and IPA. On 14 November 2011, IPA informed Mrs R that her central heating system required servicing and a powerflush. However, Mrs R maintained this could not be the case because she had a powerflush performed recently.

Mrs R contacted IPA again on 30 November 2011 to say that two private engineers had inspected her boiler and found IPA had caused a problem with the wiring.

On 1 December 2011, IPA obtained a report from its engineer who said replacing a synchron motor did not involve wiring work. IPA subsequently arranged for engineers to attend to inspect Mrs R's boiler on 11 January 2012 and 16 January 2012.

During the attendance on 16 January 2012, IPA's engineer replaced the synchron motor again, as well as the cylinder stat, and could not identify a problem with the wiring. The engineer diagnosed that a replacement timer was required, as the existing timer was very old and obsolete. However, Mrs R said she did not wish for the timer to be replaced, as it would leave a hole in her wall.

As Mrs R remained dissatisfied, she brought a complaint to us, saying she was unable to control her heating and hot water separately and independently of each other and that IPA should resolve the problem it had caused.

Our adjudicator investigated Mrs R's complaint and, following our involvement, IPA offered to pay Mrs R £150 compensation for the distress and inconvenience caused by its handling of the claim. However, Mrs R remained unhappy and so the complaint was referred to me to review afresh.

Mrs R has since had the fault with her heating and hot water rectified by a private engineer at her own cost.

## my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mrs R's insurance policy with IPA provides cover for repairs to be carried out in the event of a home emergency, subject to the terms, conditions and exclusions set out in the policy. A "home emergency" is defined within the policy as:

"A sudden event that was not expected by any of your family and which needs immediate action to:

- Make the home safe or secure.
- Avoid damage or more damage to your home.
- Make your home fit to live in.
- Restore electricity, gas or water services to your home if they have totally failed."

IPA's engineer carried out repairs to resolve the emergency at Mrs R's property on 2 November 2011. Following this attendance, Mrs R's heating and hot water were functioning but were not operating independently of each other.

Although Mrs R's system was therefore not working as it should have, as she had both heating and hot water at her property, I do not believe this could reasonably be called an emergency as per the policy. The services had not, to my mind, "totally failed". However, if IPA caused this situation in the first place, by damaging wiring when replacing the synchron motor on 2 November 2011, then IPA should be responsible for putting the matter right.

When assessing complaints such as this, we generally consider that an insurer is reasonably entitled to rely upon the expert, professional opinion of the engineer it has appointed to attend to a claim. If a policyholder disputes the insurer's diagnosis, then we would need to see evidence to the contrary, such as a report from an independent engineer in support of the policyholder's position.

Although I appreciate Mrs R strongly believes IPA caused the problem, I must also have regard to IPA's engineer's statement that replacing the synchron motor does not involve wiring work. Further, during IPA's engineer's attendance on 16 January 2012, the engineer could not identify any fault with the wiring.

Mrs R says a number of private engineers have inspected her boiler and the problem has now been resolved. However, I have not seen a report from a private engineer indicating there was an issue with the wiring in Mrs R's boiler which was attributable to the work carried out by IPA.

Mrs R said the information she later received from her private engineer relates to the removal of an airlock, which she feels is not material to her complaint. Although I have not been provided with a copy of the private engineer's comments, I have seen no convincing evidence that IPA caused the further problems with Mrs R's heating and hot water.

Turning to the issue of compensation for distress and inconvenience, IPA has offered to pay Mrs R £150 for the manner in which her complaint was handled. Having taken into account all of the circumstances of Mrs R's complaint, I am satisfied that the offer is fair and reasonable.

**my final decision**

For the above reasons, my final decision is that I uphold this complaint in part. I require Inter Partner Assistance SA to pay Mrs R £150 as compensation for the distress and inconvenience caused by its handling of her claim. I make no other award against IPA.

Nimish Patel  
**ombudsman**