

complaint

Mr and Mrs T are unhappy with the service received in relation to a claim made under their home emergency insurance policy with Inter Partner Assistance SA.

background

Mr and Mrs T made a claim in early March 2018 when their boiler stopped working. IPA sent an engineer out two days later but offered up to £100 for Mr and Mrs T to get electric heaters while they waited. The engineer said that the printed circuit board needed to be replaced but it would not be available until 15 March 2018.

The engineer came back on 15 March 2018 and fitted the part. I understand the boiler has worked properly since. However, Mr and Mrs T are unhappy with the time taken to repair their boiler.

IPA said it was not responsible for the delay in obtaining the part, which was down to the manufacturer needing to make more due to a high demand. It did try and obtain the part from a number of suppliers but it was not available. However, it offered £100 compensation and reimbursed £98.85 they had paid for temporary heaters.

Mr and Mrs T remain unhappy with this, and say IPA should have planned better for bad weather and had parts in stock. They have two young children and were without heating and hot water for over a week, as a result of which they all became unwell. They feel let down having taken out this cover to provide assistance in circumstances such as they found themselves in.

One of our adjudicators looked into the matter. He did not recommend that it be upheld, as he didn't consider that the time taken to get the spare part was due to anything IPA had done wrong. It had apologised for the initial delay in attending following notification of the claim and had offered compensation which he thought was reasonable.

Mr and Mrs T do not accept the adjudicator's assessment and so the matter has been referred to me. They say that IPA didn't provide them with the insurance cover they paid for and we are making allowances "for the fact that these 'insurance providers' operate on low safety stock levels and are outsourced to the hilt." IPA tied itself to procurement contracts which controlled where it could buy its parts from, even in an emergency.

Mr and Mrs T also said that the policy only covered £500 of repairs, so they had to pay a further £54.74 - even though the part apparently cost about £220, and it was a ten minute job to install.

This issue has not been raised previously and so IPA had not had the opportunity to consider this. However, I asked the adjudicator to ask if it would agree to me looking into this as part of this complaint. IPA has responded that it will agree to refund the £54.74 that Mr and Mrs T paid towards the cost of the repair.

Mr and Mrs T say that the additional trauma caused to them was worth more than the £54.74 and so do not accept that offer.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

IPA took two days to attend to the claim, which is longer than should have been the case.

However, once the fault was diagnosed IPA made efforts to try and obtain the part from a number of different suppliers. The part was apparently out of stock due to a shortage at the manufacturer.

I can understand why Mr and Mrs T are unhappy that this meant their boiler could not be fixed until a week later but I am not persuaded that there was anything else that IPA could have reasonably done in those circumstances. The part was out of stock, which is not within IPA's control. While its contractors do use certain suppliers, it did also try and obtain the part from other suppliers but they were also out of stock.

Mr and Mrs T have said IPA should have such parts in its own stock. Given the number of different types of boilers available, it wouldn't be reasonable to expect a business to be able to maintain a stock of all possible parts for all possible boilers. I understand the delay in obtaining the part would have caused difficulty for Mr and Mrs T, particularly with a baby and another young child in the house, but I do not consider IPA is responsible for this delay.

IPA has apologised for the initial delay and offered £100 compensation as well as reimbursement of the cost of electric heaters. Having considered all the circumstances, I consider this to be reasonable.

Mr and Mrs T have recently mentioned that they had to pay the excess over the policy limit of £500 and appear to dispute that this should have been necessary, as the part would have cost about £220 and didn't take long to fit. IPA has offered to refund the £54.74 excess payment that Mr and Mrs T were required to pay for the repair. I consider this a reasonable offer. Mr and Mrs T have said that the additional trauma caused to them is worth more than this. However, there is no evidence of any additional distress or inconvenience that arose solely as a result of having to make this payment. It seems to me the distress and inconvenience that Mr and Mrs T experienced was as a result of the delay in their boiler being repaired and I have already determined that IPA's offer of £100 in relation to the time taken to repair the boiler is reasonable.

my final decision

I don't uphold this complaint against Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs T to accept or reject my decision before 17 January 2019. If Mr and Mrs T want to accept the £100 compensation offered and the £54.74 reimbursement of the repair costs, they should confirm their acceptance of this decision.

Harriet McCarthy
ombudsman