

## complaint

Mrs K is unhappy with the standard of workmanship provided by Inter Partner Assistance SA (“IPA”) in dealing with a claim under her home emergency insurance policy. All references to IPA include its claims-handling agents and contractors.

## background

I issued a provisional decision in this matter in November 2014, an extract from which is set out below. I invited both parties to respond with any further information or evidence they wished to submit before I issued my final decision.

*“Mrs K made a claim under her policy on 10 December 2012 as a result of a problem with her boiler. An appointment was booked for 13 December 2012; however, the consumer did not want to wait this long and so she arranged for another contractor to attend under a different home emergency policy she held.*

*During the attendance to repair the boiler the contractor told her that the boiler was ‘at risk’ due to some safety issues: a flue hole not sealed internally; no screws on flue collars and no earth bonding at the meter. Mrs K says that she was told that the boiler was “likely to blow”. The contractor was able to put these matters right on the same day and repair the fault.*

*Mrs K believes that these matters should have been identified by IPA’s contractors while carrying out the annual services of the boiler which are included in her agreement with IPA. She also says:*

- *It was not acceptable to offer an appointment four days after the initial claim – it was extremely cold at the time.*
- *Even though she cancelled the appointment with IPA, its engineer turned up at her home on 13 December 2013.*
- *Her boiler was not serviced in 2011 or 2013*
- *She has never received service certificates or a copy of the service book.*
- *If the boiler was safe why did the Gas Safe Register get involved?*
- *They are responsible for having put her and anyone else entering her home at risk. The matter has also caused “stress, worry and inconvenience which has affected my health”.*
- *She has spent considerable time in correspondence with various people about this matter, which has also been stressful.*
- *This and the worry that her house “could have been blown up” requires significant compensation.*

*IPA says that services have been carried out each year and at each service in 2010, 2011 and 2012 the boiler was found to be operating efficiently and safely. It therefore does not accept that it acted incorrectly. It however, agreed that the contractors should have left Mrs K with the relevant paperwork confirming the completion and outcome of each service and therefore it offered to refund the part of the premium that was for the annual service for the previous few years (ie £245.86) plus £50 to reflect a delay in handling the complaint. IPA also paid a further £150 in total compensation in relation to this and the delay in the initial attendance. It also agreed that the annual service for 2013 had not been carried out and so refunded £86.38 for that as well. I understand that IPA has therefore made a total payment of £532.24.*

*Mrs K does not accept that the services can have been carried out properly. She says that her independent engineer advised there had never been any screw holes to fit the collars in place; and that Gas Safe had conducted an investigation into the matter; however, the outcome of their*

*investigation was never provided to the consumer due to the Data Protection Act. Mrs K wants significantly higher compensation and because IPA did not pay for any maintenance on her boiler in 2013, she also wants a full refund of the premium for that year (not just a refund of the cost of the annual service).*

*Mrs K has also provided a copy of some marketing material from the contractors who carried out the annual services on behalf of IPA which she recently received. This offers a 'Winter boiler check' she says that this shows it will not provide a certificate, which is what would be needed to get insurance elsewhere and demonstrates that they have not improved their practices.*

*IPA maintains its position.*

*As the matter could not be resolved by the adjudicator, it has been referred to me.*

### **my provisional findings**

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

*The services carried out by IPA do not form part of the insurance provision, as such they do not come under regulation and are not within my jurisdiction. I am unable to therefore to consider any issues or make any decision about the way they were carried out.*

*So even if it were proven that IPA's contractors had failed to spot safety issues with the boiler and flue, I would not be able to make any award in relation to that. I also cannot investigate any Gas Safe involvement or the failure to carry out some services or the failure to provide service records, for the same reasons.*

*The adjudicator did confirm that IPA did not carry out the services itself but did not make it as clear that this meant that we could not deal with this aspect of the complaint. Although I note that IPA told ...[Mrs K] this in its final response...*

*Mrs K says that because the policy is provided by IPA it is responsible for anything done under that agreement – even if it is provided by a third party. However, this does not mean that it would be within our jurisdiction, as we can only look at matters carried out as part of the insurance cover. I am sorry that this was not made clear to Mrs K earlier.*

*Mrs K has said that she was left in danger as a result of failings by IPA contractors during these annual services. I am unable to determine whether it should have spotted issues, for the reason explained above, but I do note that the boiler was not condemned as unsafe only that it needed work to be done to bring it up to the correct standard – and this work was done on the day (albeit by another insurer).*

*Turning, now to the other matters raised by Mrs K, I agree that it was not reasonable to expect her to wait until 13 December without a working boiler; and there was some delay on IPA's part in dealing with the complaint. It has paid a total of £150 compensation in relation to these matters and that is in my opinion, reasonable. I do not agree that any additional compensation is warranted for these issues.*

*Mrs K also wants a refund of the premium for 2013 on the basis that no claims were met by IPA. I do not agree that this would be reasonable. IPA was providing Mrs K with cover for*

*this period and we would not expect an insurer to refund premiums because the consumer has not had reason to use the insurance.*

**my provisional decision**

*This complaint against Inter Partner Assistance SA is upheld in part, to the extent that I endorse the offer it has made since the complaint was raised with us as being fair and reasonable having taken account of all the circumstances of the complaint.”*

**developments**

Mrs K has responded to my provisional decision. She is unhappy with the outcome but has confirmed that she has no further evidence or points that she wishes to make.

IPA has also responded and confirmed it accepts my provisional decision.

**my findings**

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

As neither party has provided any new evidence or information about this matter, I see no reason to change the findings made in my provisional decision. It therefore remains my opinion that the offer already made by IPA is reasonable.

**my final decision**

For the reasons set out in my provisional decision, I uphold this complaint against Inter Partner Assistance SA is upheld in part, to the extent that I endorse the offer it has made since the complaint was raised with us as being fair and reasonable having taken account of all the circumstances of the complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs K to accept or reject my decision before 9 February 2015.

Harriet McCarthy  
**ombudsman**