

## **complaint**

Miss D complains that Inter Partner Assistance SA (IPA) only completed a temporary repair to her boiler, and disposed of the part that needs to be replaced for the boiler to be repaired properly. She's also unhappy that the engineer didn't tell her a full repair wouldn't be completed; and she only found this out when chasing for an update three days later.

## **background**

Miss D has a home emergency policy. The cover is underwritten by IPA, which means it's responsible for the claim and this complaint.

The policy provides cover for emergency repairs to various parts of the home, including the heating system. The terms explain that IPA will instruct a local tradesman to attend in an emergency and it will cover the costs (up to the policy limits) of an emergency repair. A permanent repair will only be completed if the costs are similar to that of an emergency repair. The terms also explain that an emergency repair is something that resolves the emergency, but is temporary and will need to be replaced by a permanent repair.

Miss D had a problem with her boiler, so IPA instructed an engineer. The engineer found the problem to be a faulty programmer, so this part was removed. This restored Miss D's heating and hot water, which she could then control from her boiler directly.

Miss D called IPA for an update three days later, but she was told no further help would be given to her because she could now manually control her boiler functions. Miss D was unhappy about this, so she complained.

In response IPA explained that the policy entitled Miss D to an emergency repair, to alleviate the present emergency. It said the engineer had temporarily resolved the issue because they had removed the faulty programmer, which has left Miss D with heating and hot water until she could arrange a permanent repair on a private basis. So IPA concluded that it had completed a satisfactory repair.

However, IPA also said it should have told Miss D the day after the engineer's visit that she wouldn't be covered for a permanent repair, so it offered her £50 for the distress and inconvenience it had caused her by not doing so.

Miss D remained unhappy. She said she had been left with a boiler that is missing a part and is on constantly. She also asked for the faulty part to be returned so she could get her boiler repaired properly. But IPA told her the engineer would have disposed of the part if Miss D hadn't requested to keep it at the time. Miss D clarified that the engineer hadn't told her about this, and she wouldn't have known to ask to keep it because she didn't know the engineer wouldn't be completing a full repair.

Miss D went on to ask for details of the faulty part so she could get it replaced. IPA again explained it was the programmer that had been removed, and said her independent engineer would be able to determine what was needed.

Miss D referred her complaint to this service. It was considered by one of our investigators, but she didn't think it should be upheld. Our investigator explained that the policy provides cover for an emergency repair – and she concluded that £50 fairly acknowledged the delay in telling Miss D no further action would be taken. She also said that she didn't think it was unreasonable for the faulty part to have been disposed of – and an engineer would have been able to recognise the part required without the make and model number. So she concluded that disposing of the faulty part hadn't delayed the permanent repair.

In response Miss D explained that if she hadn't chased IPA, the delay would have been much more than two days. She also made the point that parts shouldn't be disposed of without informing customers, and asked how she was to complete a permanent repair without the faulty part or a report confirming what needs to be done next. Miss D said because she doesn't have these details, she will have the extra cost of an engineer assessing the problem first, before the replacement part can be ordered.

Because Miss D disagreed with our investigator, her complaint has been passed to me for a final decision. Miss D has said that, given the inconvenience caused to her, she would like the missing part to be replaced and her boiler back working as normal. She has estimated that would cost about £200.

### **my findings**

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've reached the same outcome as our investigator, for much the same reasons.

The policy covers the cost of a temporary repair in order to resolve an emergency. It doesn't cover the cost of the permanent repair, unless that costs similar to the temporary one. IPA's engineer restored Miss D's heating and hot water with a temporary fix, so it resolved the emergency – and because replacing the faulty part would have cost more than the temporary solution, I'm satisfied IPA didn't need to do this (or anything else).

IPA's engineer attended about five months ago, and it's my understanding that Miss D hasn't yet arranged the permanent repair. But I'm not persuaded that this has been delayed due to IPA's actions.

Miss D says because she wasn't given the faulty part, or a report detailing what needs to be done for the full repair, she will have to pay for an engineer to assess her boiler first, before the replacement part can be ordered. However, the policy terms didn't require IPA to give her a report about what was needed for the permanent repair; it only had to complete a temporary repair to resolve the emergency. I do understand what Miss D says about not being given the faulty part. But soon after the engineer's visit she was told it was a faulty programmer that had been removed – and I consider it likely her own engineer would be able to order a suitable replacement programmer from the boiler details alone, without having the old one or its model number. Therefore, I'm not persuaded IPA has caused Miss D an expense by disposing of the faulty programmer – or indeed delayed the permanent repair.

In my view there are things that IPA could have done better. It's already acknowledged that Miss D should have been told two days earlier that no further assistance would be provided. I also agree with Miss D that the engineer should have given her the option of keeping the faulty part given it wasn't being replaced. In addition, IPA wasn't particularly helpful when she later asked for further details – the model number was only provided when our investigator became involved.

However, I'm not persuaded that IPA is responsible for the permanent repair being delayed beyond the initial two days – nor am I persuaded that IPA has caused Miss D costs, which could have otherwise been avoided. So overall, I'm satisfied that £50 fairly acknowledges the inconvenience Miss D was caused by the things IPA could have done better.

I understand the point Miss D makes about the delay only being two days due to her chasing IPA for an update. But I can only reasonably consider the delay that did happen, not what might have happened if Miss D hadn't contacted IPA.

Miss D has also told us the policy was mis-sold. But as explained by our investigator, the sale is a separate matter to how her claim was handled, so I won't be commenting on the sale here.

#### **my final decision**

I'm sorry to disappoint Miss D. But for the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 1 March 2019.

Vince Martin  
**ombudsman**