

## **complaint**

Mr A complains that Inter Partner Assistance S.A. gave him poor service under a home assistance insurance policy.

## **background**

Mr A is the landlord of a residential property. He went online and paid about £250 for a year's cover. It was for the property's central heating and other important features such as its plumbing and drainage. The policy was in the name of a home assistance company. IPA was its underwriter. Mr A had to call for help with the central heating. He complained that he ended up paying other companies to fix it. After about two months, he cancelled the IPA policy – which said that he would get a refund of the proportion of his premium for the period after cancellation. Mr A complained that IPA only refunded about £78.

The adjudicator recommended that the complaint should be upheld in part. He didn't think Mr A's boiler and hot water cylinder were covered. But the adjudicator said IPA had made a fair and reasonable offer to refund the balance of what Mr A had paid (about £173) plus interest.

Mr A disagrees with the adjudicator's opinion. He says, in summary, that IPA should refund what he paid it – and reimburse what he paid the other companies.

## **my findings**

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

Where I refer to IPA I include the home assistance company and other parties for whose actions I hold IPA responsible.

From what Mr A and IPA have said, the online system asked Mr A to identify the make and model of his boiler – but allowed him to proceed with the policy after giving only the name of a well-known manufacturer.

The policy documents excluded cover for thermal storage units including those of a particular make and model. That was the model Mr A had – a pressurised hot water cylinder.

The policy documents also excluded cover for unvented hot water cylinders including those of a particular make and model. The name of the maker has changed. But the model is a type of boiler combined with a hot water cylinder. Mr A had a model of this type.

These exclusions of thermal storage units and unvented cylinders are significant exclusions. But they are highlighted in the policy summary. And – although IPA's systems didn't stop Mr A taking out a policy which was inappropriate for his heating and hot water system - I'm satisfied that IPA did enough to draw the exclusions to his attention.

So I don't think IPA treated him unfairly by declining to work on his thermal storage unit. I accept that Mr A paid the manufacturer of the unit about £350 to replace parts of it. As it didn't think Mr A's unit was covered by the policy, I don't find it likely that IPA gave any opinion about what work needed to be done to it.

I think IPA later gave confusing and conflicting information about what was and wasn't covered. I have seen a copy of a letter from IPA to Mr A in mid-June 2015. From its file, I find it more likely than not that IPA sent it at that time. But – as there may have been problems with the postal delivery – I accept Mr A's statement that he didn't get it.

I have reviewed the online chat between Mr A and IPA when he cancelled his policy. And the policy terms said that he'd get a refund provided he hadn't made a claim.

Mr A paid about £370 to another company in respect of the boiler. He has provided a document which gives details of replacement cover – but not details of the repairs done.

IPA's policy didn't cover Mr A's thermal storage unit or his model of boiler. So I don't think it would be fair and reasonable to order IPA to reimburse what he paid the other companies.

IPA refunded about £78. But – since he brought his complaint to us – IPA has accepted that Mr A's unsuccessful claim shouldn't count against him. So IPA has offered to refund the rest of what he had paid it – about £173 – plus interest at our usual rate.

I don't doubt that – by the shortcomings in its communication – IPA caused Mr A some upset and trouble. But I don't think this was at a level which calls for separate compensation. And overall I'm satisfied that a full refund of the premium Mr A paid (which included some useful cover for plumbing and drainage for example) is fair and reasonable redress.

### **my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order Inter Partner Assistance S.A. to pay Mr A (in addition to what it has already paid him):

1. a further £173.88;
2. simple interest on that amount from 2 May 2015 to the date it pays him. If it decides it has to deduct tax from the interest element of my order, it shall send Mr A a tax deduction certificate when it pays him. He can then use that certificate to try to reclaim the tax, if he is entitled to do so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 4 December 2015.

Christopher Gilbert  
**ombudsman**