

## **complaint**

Mr D is unhappy with the service provided by Inter Partner Assistance SA ("IPA") under his home emergency insurance policy.

## **background**

On 23 September 2016, Mr D made a claim under his policy when his boiler broke down. He had no heating or hot water and considers that IPA took too long to repair it. Mr D also says that IPA asked him to pay for parts that weren't required and didn't fix the problem. IPA's engineers disagreed about what was required and eventually the boiler manufacturer and another engineer said the boiler was beyond economical repair ("BER"). Mr D had also tried to get it covered and repaired with another provider, they said it was 'at risk' and they wouldn't be able to maintain it in the future as the parts were obsolete. Mr D says that IPA should have been able to come to the same conclusion earlier on and this would have saved him a lot of inconvenience and the cost of the part that wasn't used.

IPA didn't think it had been unreasonable but did offer Mr D compensation of £150. It says the policy limit is low and so after the call-out fee it doesn't leave much left for parts and repairs. The policy provides that IPA will make a contribution of £250 to a new boiler, if it isn't repairable, and so it has made this payment.

Mr D didn't accept the compensation offered by IPA. He has made a number of points including the following:

- When he reported the claim, he didn't receive a call back and an appointment, he had to phone again later the same day and the next day to chase up.
- He still didn't get a call back the next day but IPA breached the data protection by calling and speaking to his wife about it.
- He had to cancel work to attend the engineer on 24 and 26, 27 and 28 September but IPA didn't attend on 26 and 27 September despite telling him it would. (I note IPA says it attended to fit the new air pressure switch on 27 September 2016.)
- The first engineer said he needed to order an air pressure switch but he would have been able to buy this from a local plumbing merchant. Instead he had to wait for another four days before this was available and fitted.
- The engineer that attended on 28 September said that a new PCB was needed and the air pressure switch shouldn't have been ordered. He had to pay £402.47 (which he had to put on a credit card) for the PCB, as the policy had a limit of £250.
- The new PCB didn't resolve the problem and the boiler still wouldn't work.
- His wife was ill during this whole time.
- The BER payment was sent in the wrong name and so he couldn't cash it.

Mr D wants the cost of the parts refunded and compensation for the trouble caused to him. He's also confirmed that he still has the parts paid, if IPA wants them back.

One of our adjudicators looked into the case. He thought that it should be upheld and that IPA should reimburse Mr D for the parts he paid for, together with interest at our usual rate; and pay him £250 compensation for the distress and inconvenience caused to him.

IPA didn't agree and so the matter has been referred to me.

## **my findings**

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

It took five days to replace the air pressure switch. I don't think this is reasonable, given that Mr D had no working boiler and so no hot water during this time. While he may not have needed heating, as it was September, this would have caused inconvenience. I don't see any good reason why it would take five days to get an air pressure switch.

IPA says that its contractors order parts from sources with a 12 month guarantee and this wouldn't be the case from local suppliers. I've not seen any documentary proof to support this. Parts bought from local plumbing merchants would come with a manufacturer's warranty.

IPA then asked Mr D to pay for the PCB, which didn't fix the boiler either and it was subsequently deemed uneconomical to repair. This seems to have been on 4 October 2016 but it isn't entirely clear which day the second engineer from IPA tried and failed to fit the PCB. However, it is clear that it was on 4 October 2016 that it admitted defeat with this and was apparently trying to get the boiler manufacturer to come out.

The policy limit is low and the cover is therefore quite limited but this doesn't change the fact that IPA has a responsibility to deal with a claim properly and reasonably. The engineers it appointed recommended two parts be replaced, when it seems that the boiler was uneconomical to repair. While I accept that it's not unusual to find further faults after replacing a part, as IPA says, I think in this case IPA should have been able to reach the conclusion that the boiler wasn't economical to repair a lot earlier than it did. The failure to do so meant Mr D had to pay for a new PCB that wasn't what was needed, and had to wait around 11 days before the boiler was deemed beyond economic repair. Mr D was without heating and hot water for this entire time.

Mr D then also had to keep arranging to be home to attend appointments and arrange for other engineers to come and look at the boiler. All of this could have been avoided in my opinion.

I therefore agree with the adjudicator that the cost of the PCB (i.e. £402.47) should be reimbursed to him, together with interest at our usual rate. I also agree with the adjudicator that the total sum of £250 is more appropriate to reflect the inconvenience caused to him.

It's not clear if a new cheque for the BER contribution has been sent to Mr D in the correct name or not; or whether he has been able to present it to his bank. If he hasn't received that money yet, it should also be re-sent to him.

**my final decision**

I uphold this complaint and require Inter Partner Assistance SA to:

1. reimburse the cost of the part Mr D paid for together with interest at 8% simple per annum from the date he made the payment to the date of reimbursement; and
2. pay Mr D the sum of £250 compensation for the distress and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 12 June 2017.

Harriet McCarthy  
**ombudsman**