

## **complaint**

Mr and Mrs H complain that Inter Partner Assistance S.A. is responsible for poor service under a home emergency insurance policy.

## **background**

Mr and Mrs H had an annual home emergency policy branded with the name of an insurance intermediary. It covered repairs to their central heating boiler unless it was beyond economic repair ("BER") in which case the insurer would pay £250.00 towards a new boiler.

Mr and Mrs H asked for help with their central heating boiler. They complained about the response they got.

In a final response letter on behalf of the insurer it made offers to Mr and Mrs H including a BER payment of £250.00 and compensation of £50.00.

Our investigator thought that the actions of the insurer and the amount offered was fair in these circumstances.

Mr and Mrs H disagreed with the investigator's opinion. They asked for an ombudsman to review the complaint. They say, in summary, that they want more compensation for the distress caused to them by all the time it took to get anything done.

## **my findings**

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

The intermediary has provided conflicting information about which insurer was responsible for dealing with claims in late 2017. From the documents I've seen, I'm satisfied that responsibility lay with IPA.

Where I refer to IPA or the insurer, I include its claim-handlers, engineers and others for whose action I hold IPA responsible.

On the 18 December 2017 (the Monday before the festive period), Mr and Mrs H called for help with their boiler.

It's unfortunate that Mr and Mrs H were due to attend a family funeral on 19 December. But an engineer attended on 20 December and I don't hold the insurer responsible for the short delay.

The engineer said he needed to order new parts. From that time onwards, I don't think the insurer was pro-active in communication with Mr and Mrs H. So they had to make calls chasing for information.

From what Mr and Mrs H have said, the insurer wanted to send an engineer to fit parts on Sunday 24<sup>th</sup> December. But Mr and Mrs H were away from home over the festive period. So I don't hold the insurer responsible for the further delay until the engineer's next visit.

From what they've said, Mr and Mrs H were unwell. And the house was cold.

The engineer couldn't fix the boiler. But, from what happened later I accept that it was BER.

Mr and Mrs H have complained that the insurer didn't tell them quickly enough that the boiler was BER. But I've seen a note on the insurer's file on the afternoon on 2 January. It is as follows:

*"Cust wishes to raise a complaint as believes they should have been told of boiler being ber and given this option weeks ago so they wouldn't have had to wait - Not happy with the service received"*

From that note, I find that the insurer had told Mr and Mrs H the boiler was BER by no later than 2 January. Keeping in mind that they were away over the festive period, I don't hold the insurer responsible for delay in telling Mr and Mrs H that their boiler was BER.

On about 10 January Mr and Mrs H got a second opinion from an independent engineer. From what Mr and Mrs H have said, the independent engineer got the boiler working. His invoice says that he traced the fault to a PCB (printed circuit board). But the invoice doesn't say he replaced the PCB. So I don't think he did.

Mr and Mrs H say that the independent engineer said that because of the age of the boiler it might be more economical to replace it. And Mr and Mrs H decided to have a new one. So I find that the old boiler was BER.

Therefore I find it fair and reasonable that the insurer offered the BER payment of £250.00.

In early March, Mr and Mrs H told us that – as they had been unwell – they hadn't told the insurer that an engineer had damaged their ceiling. I don't think the insurer had an opportunity to deal with that aspect of the complaint before Mr and Mrs H brought their complaint to us. Therefore I don't find it fair and reasonable to deal with that aspect in this final decision.

I note that IPA reimbursed the heater costs of about £120.00. I think it also reimbursed the independent engineer's call-out fee of about £60.00.

But I've found IPA responsible for some shortcomings in its communication with Mr and Mrs H. And I think that caused them some extra distress and inconvenience at an already difficult time for them. I think IPA's offer of £50.00 was fair and reasonable.

I don't find it fair and reasonable to order IPA to make any further payment or to take any further action in response to Mr and Mrs H's complaint.

### **my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Inter Partner Assistance S.A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs H to accept or reject my decision before 17 November 2018.

Christopher Gilbert  
**ombudsman**