

## **complaint**

Mr T complains about the handling of a claim under a home emergency insurance policy by Inter Partner Assistance SA ("IPA").

## **background**

Mr T contacted IPA on 20 November 2012 as his boiler had broken down the night before. IPA arranged for an engineer to contact Mr T and an appointment was scheduled for the next day.

The engineer diagnosed what parts were needed to repair the boiler and provided a report to IPA and the parts were ordered on 22 November 2012.

Mr T contacted IPA the same day, as he had been told by the engineer that the parts would not be received until after the weekend and he was unhappy that he would be without heating and hot water until then. IPA offered the alternative accommodation cover provided under the policy benefits but Mr T declined this.

IPA received the replacement parts on 28 November 2012 and an engineer attended the next day and completed the repairs.

Mr T complained to IPA about the time it took to resolve his emergency, the number of calls he had to make to IPA and the general service he had received. He considers that the parts were common parts that would have been available a lot quicker than IPA managed. Mr T also says that being without heating for this period affected his chest and he had to seek medical treatment. Mr T requested that IPA provide £1,250 compensation for the inconvenience he had experienced.

IPA apologised for the delays Mr T experienced as a result of waiting for the parts to arrive but said that it felt that it had done all it could to minimise this. It paid £15 towards the costs of the calls made by Mr T during the claim and £50 compensation for distress and inconvenience.

Mr T remained unhappy with the amount of compensation and brought his complaint to the ombudsman service.

Our adjudicator considered that the amount paid by IPA was fair and reasonable as he did not believe that it had caused any unnecessary delays in the claim process. Our adjudicator also noted that IPA had offered Mr T the alternative accommodation benefit as soon as it became apparent that there would be a delay in obtaining the replacement parts but Mr T declined this.

Mr T did not accept our adjudicator's opinion and requested that the matter be referred to an ombudsman. Essentially he wants the amount that would have been payable under the alternative accommodation benefit to be paid to him as compensation.

## **my findings**

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

As I understand it, IPA arranged for an engineer to attend Mr T's property the day after he first reported the breakdown and that it subsequently arranged for the necessary parts to be ordered the day after it had received the report from its engineer. Mr T has specifically raised concerns regarding the delay that occurred between the engineers report and the ordering of the parts.

IPA has said that once it received the report from the engineer, it needed to carry out an assessment to determine the cost of the parts and that all recommended parts were necessary. This does not seem inherently unreasonable, as it is entitled to assess whether the claim would be covered and be within the policy limits. It appears that IPA received the report late afternoon and the parts were ordered the next day. This does not seem unreasonable.

The delays that occurred following this were a result of it waiting for the necessary parts to arrive from its suppliers. Although Mr T says that the parts would have been easily available, I have no independent persuasive evidence of this. The parts were ordered on 22 November 2012 and took six days to arrive, two of which were a weekend. I do not consider it reasonable to expect engineers to maintain stocks of all boiler parts and therefore unavoidable delays can occur during the claims process.

Whilst I appreciate that Mr T was without heating and hot water during this period, there is insufficient evidence to persuade me that the delays were avoidable and/or that they were caused through any fault on IPA's part.

Mr T was told on 22 November 2012 that the parts had been ordered and that there would be a delay in receiving them. As Mr T was unhappy that his boiler would not be repaired before the weekend, IPA offered the alternative accommodation benefit provided by the policy. However, Mr T declined this offer. I am unable to require IPA to make a cash settlement in lieu of a policy benefit that was not declined at the relevant time.

Mr T has also expressed concerns that IPA did not offer to provide any temporary heaters. However, there was no obligation on IPA to do so.

I understand that IPA has paid Mr T £15 in respect of the cost of telephone calls he made to it and £50 compensation for distress and inconvenience. Having taken in to account awards of compensation previously made by this service in cases sharing similar features, I do not consider the amounts paid to be unreasonable.

### **my final decision**

My final decision is I do not uphold this complaint.

I make no award against Inter Partner Assistance SA, other than to endorse the £65 that it has already paid.

Harriet McCarthy  
**ombudsman**