

complaint

Ms H complains that Inter Partner Assistance S.A. gave her poor service under a home emergency insurance policy.

background

Ms H's family includes a child with disability. She made a previous complaint and – after she brought it to us - IPA paid her £100. She makes a further complaint that IPA still didn't fix her central heating boiler.

The adjudicator thought that Ms H hadn't received the service she was entitled to expect. He recommended that IPA should pay her a further £100 compensation.

Ms H disagrees with the adjudicator's opinion. She says, in summary, that IPA left her and her family without help for a month.

IPA also disagrees with the adjudicator's opinion. It says, in summary, that it has already paid Ms H £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.

Where I refer to IPA I include its home assistance provider and any other parties for whose actions I hold it responsible.

Most home emergency policies exclude claims arising from the build-up of scale and sludge in central heating boilers. I'm not aware of any policy which covers that.

Ms H's boiler is about two years old.

IPA sent an engineer at the end of October. I've seen a note which says he got the boiler "*up and running*" but it contained sludge. He also ordered a spare part (a PRV) but noted that it was expected in early December.

I don't think IPA communicated with Ms H as well as it ought to have done. And I don't doubt this caused her some extra upset and put her to some extra trouble at an already difficult time.

I've no reason to doubt her statement that her son was ill. But – in the absence of any medical evidence – I'm not persuaded that this was caused by IPA.

Within a few days of IPA's visit, Ms H got another big company to look at her boiler. It recommended a power flush.

That company later made a note as follows:

*"Boiler NON-OPP
SLUDGE AND BLCOKAGE IN SYSTEM"*

From that note, I think the boiler was non- operational in the first week of November.

The company did a power flush. But Ms H was always going to have to get this done at her own expense.

That company also did an inspection and service. So – if it had thought Ms H needed a PRV – I think it would have said so. It didn't. It said the system was working. And Ms H hasn't reported any further problems with it.

IPA got in touch with her again in the last week in November – saying that she needed a power flush. It also said it was ready to fit the PRV – which Ms H declined. She was upset because IPA had made her feel that - despite her complaints – it would have left her and her family without reliable heating and hot water for a month.

In its final response to this complaint, IPA said it would send Ms H a cheque for £100.

Overall I think that was fair and reasonable compensation for the recent shortcomings in its service. So I will order IPA to pay Ms H – in addition to the £100 for the earlier complaint – a further £100 for trouble and upset if it hasn't already done so.

my final decision

For the reasons I've explained, my final decision is that I order Inter Partner Assistance S.A. to pay Ms H – in addition to the £100 for the earlier complaint – a further £100 for trouble and upset if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 8 February 2016.

Christopher Gilbert
ombudsman