

complaint

Mrs C is unhappy at the service she received from Inter Partner Assistance SA when she made a claim on the home emergency element of her home contents insurance policy.

background

Mrs C has a contents insurance policy, which includes optional home emergency cover provided by Inter Partner Assistance SA (IPA). In May 2017 her central heating boiler broke down and wouldn't provide hot water. So Mrs C made a claim on her policy. IPA appointed contractors "S" to inspect the boiler and carry out the repair. S attended Mrs C's home address the day she made the claim.

The engineer diagnosed problems with the diverter valve and aqua sensor which needed parts. An appointment was arranged for the following week to carry out the repair, but the boiler still didn't work. So he thought it could be the heat exchanger or NTC sensor. Three days later different engineers from S attended and replaced the NTC sensor but this didn't fix the boiler either. So they now thought sludge in the system was the root cause of the problem, and took a water sample to be sent off for analysis. In the meantime Mrs C was still without a working boiler. She chased IPA a couple of times, and asked if the policy would cover a power flush of the system, which it wouldn't. But she was also told the policy wouldn't cover any repairs arising from sludge being present. So Mrs C decided to replace the boiler. And she complained to IPA about the service.

IPA agreed Mrs C had been inconvenienced because she was without hot water for more than three weeks. But it said it wasn't responsible for delays due to parts being ordered or the time it takes to test the water. So it paid her £75 compensation for the poor service. Mrs C didn't think this went far enough as she'd lost out financially, so she complained to this service.

Our investigator asked for more information from both parties. She asked IPA about the timescales it expects its contractors to work to, including when parts are needed. And she asked Mrs C for details of her financial loss. IPA said S should contact customers to make an appointment within two hours of a claim being reported. And the visit should take place within 24 hours of the call, which happened in Mrs C's case. Sample results take ten days, but it doesn't prescribe timescales for repeat visits, or for ordering parts. Mrs C said she'd recently started a new job and had used up all her leave. So she'd purchased three extra days leave through her HR department which cost her money and was embarrassing. She thought S should provide precise timeslots for their appointments so consumers wouldn't have to take the whole day off.

Having looked at everything our investigator was satisfied the water sample should have been taken on the second visit once the engineers realised the second repair hadn't worked. This way Mrs C wouldn't have needed to take a third day off work. So she recommended IPA pay Mrs C £103.25 to cover one of the days leave she bought, plus another £125 to increase the trouble and upset payment to £200. The business accepted this but Mrs C felt she should still be compensated more – she said she'd accept £500.

So it's come to me for a decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've come to the same conclusion as our investigator. Let me explain why.

I appreciate it was frustrating for Mrs C to be without a working boiler, so no hot water, for so long. And I understand why she decided to replace it at her own cost, when the attempted repairs proved unsuccessful. I also realise the timing of this was unfortunate for Mrs C as she'd not long started a new job, and had to purchase additional leave days to be at home for the visits.

It's not in dispute that sludge in the system can cause boilers to fail, and problems arising from sludge aren't covered by Mrs C's policy. So I need to decide whether IPA and its contractors S did what they should have done and whether there were unnecessary or avoidable delays.

S called Mrs C within two hours of her reporting the boiler problem to IPA, and the visit from its engineer took place the same day, within the 24 hours permitted in the agreement. The purpose of the initial call out was to diagnose why the boiler wasn't working. But the engineer didn't have the parts he needed to repair it then. The second visit once the parts were available took place within a week, which I don't think is an unreasonable wait, although it probably felt a long time to Mrs C being without hot water.

It's unfortunate that the engineer's original diagnosis didn't repair the boiler, but I can't say this means IPA did something wrong. Fixing anything mechanical can involve trial and error and I understand the aqua sensor and diverter valve are commonly replaced when boilers fail. But when that didn't work, I think the engineer should have considered the possibility sludge was the root cause and explained this to Mrs C. Had this happened she'd have been made aware the policy may not cover the repair. So she could have replaced the boiler sooner. And if a water sample was still needed, the results confirming the presence of sludge would have been available a few days sooner.

Mrs C was told by an engineer from B (the organisation which fitted her new boiler) replacing the heat exchanger may have fixed the problem. So Mrs C thinks it should have been fitted at the same time as the NTC sensor. But I don't agree, as the test results showed the presence of sludge. This means none of the repairs to Mrs C's boiler were covered by her policy, even if replacing the NTC sensor was the answer. And B's engineer's opinion was based on what Mrs C told him - he hadn't inspected the boiler.

Mrs C has provided evidence showing she paid £103.25 for each additional day's leave she purchased from her employer. I appreciate it may have been awkward for her as a relatively new employee. But I can't fairly hold IPA responsible for her embarrassment. Mrs C would've always needed to be home for the initial call out and the second visit to repair the boiler. But the third visit could have been avoided. So I think IPA should reimburse Mrs C for that visit. IPA has already paid Mrs C £75 for the inconvenience she experienced, and agreed with our investigator's recommendation to pay a further £125. I think that's reasonable in the circumstances.

Mrs C asked if she'd have been treated differently if someone vulnerable lived with her. We'd expect businesses to prioritise consumers who are particularly impacted by being without hot water, because they're frail or ill, or in exceptionally cold weather. But those circumstances didn't apply to Mrs C.

I agree it would be more convenient if firms gave precise appointment times, so people could take a couple of hours off work rather than waiting in all day. But that isn't offered by Mrs C's policy. I don't have the power to tell businesses how they should run their appointment systems. But although Mrs C lives too far from her workplace to benefit, S does phone when they're 15 minutes away, enabling some people to limit the time they're waiting for a visit. In any case, Mrs C did get

an appointment within two hours and an initial visit the same day, which I think is reasonable. So I think the compensation suggested by our investigator is fair and I won't be asking IPA to pay more.

my final decision

I uphold this complaint. Inter Partner Assistance SA should pay Mrs C a total of 228.25, made up of £103.25 for her day's holiday and £125 for the trouble and upset she experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 16 August 2018.

Sarah Milne
ombudsman