

complaint

Mrs E complains (through her daughter) that Inter Partner Assistance S.A. gave her poor service under a home assistance insurance policy.

background

Mrs F complained that IPA failed to keep an appointment and then capped off her boiler, leaving her without heating and hot water for about two weeks.

The adjudicator didn't recommend that the complaint should be upheld. She thought that IPA's compensation of £250 - and the refund of Mrs F's excess of £50 - was fair and reasonable.

Mrs F's daughter disagrees with the adjudicator's opinion. She says, in summary, that £250 is not enough to compensate for her mother's time off work.

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 company, that company's engineers and other agents for whose actions I hold it responsible.

Mrs F says that IPA broke an appointment in early April. As IPA has not provided any detail to deny or explain this, I accept that this was a shortcoming in its service.

From its records, I accept that IPA capped off the boiler as a precaution against harmful exhaust gas. As Mrs F has not provided enough engineering detail, I can't find that IPA's decision was unreasonable. But – of course – it left Mrs F and her family without a working boiler for central heating and hot water.

Putting the boiler right was always going to take some time. But I hold IPA responsible for unnecessary delay in sourcing and installing the correct parts to repair the boiler.

I accept that this caused Mrs F some extra upset and put her to some extra trouble at an already difficult time for her and her family.

In total she was without hot water or heating for two and a half weeks in April, with a baby in the house.

IPA's records say that it offered some portable heaters - which Mrs F declined.

But – from what she says – I'm not satisfied that IPA communicated with Mrs F and her family as courteously as it ought to have done.

IPA refunded Mrs F's payment of the £50 policy excess or call-out fee. It also sent her a cheque for £250, which her daughter says she has not yet cashed.

Mrs F has not provided enough documents to support her claims for loss of earnings or for extra child care costs, phone calls and electricity. So I don't think it would be fair and reasonable to order IPA to pay compensation for these claims.

I keep in mind the extent of IPA's responsibility for the time taken to get the boiler working safely. And overall I agree with the adjudicator that the £250 is fair and reasonable in line with what I would otherwise have ordered it to pay Mrs F. I don't think it would be fair and reasonable to order IPA to pay Mrs F any more.

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 Mrs F to accept or reject my decision before 21 September 2015.

Christopher Gilbert
ombudsman