

## **complaint**

Mr and Mrs C's complaint is about the handling of a claim under the home emergency section of their home insurance cover with Inter Partner Assistance SA.

## **background**

Mr and Mrs C called IPA on 9 December 2018, as their boiler was not working. IPA told them that a heating engineer would call back within 2 hours to let them know what time they could attend that day. After three hours Mr C called back, as they had not heard from the engineer. IPA then told them that the engineers would not be able to attend that day (as it was a Sunday and they do not work on Sundays) and would attend the next day.

In the meantime, IPA offered money towards the cost of alternative accommodation for Mr and Mrs C if they wanted to stay elsewhere and £50 towards the cost of portable heaters. Mr and Mrs C decided to stay with relatives instead.

An engineer attended on 10 December 2018. The engineer found that oil was leaking inside the boiler, contaminating various parts causing a fire risk and said it was beyond economical repair and should be replaced. The policy doesn't cover replacement boilers and so IPA said there was nothing more it could do.

Mr and Mrs C were very unhappy with this. They say they instructed their own local engineer who fixed the problem within 30 minutes at a cost of £70. They say the fault was simply a split in the oil feed pipe from the main oil supply and this is a common fault in oil fired heating appliances. They also say the fire safety valve had been damaged by IPA's engineer beyond repair, while he was trying to isolate the oil supply to the boiler.

IPA asked for a report from their engineer to confirm the work he had done, so it could consider this. Mr and Mrs C provided a receipt from the engineer but said the engineer did not want to get involved and so could not provide anything further from him. IPA said that without any such evidence, there wasn't enough evidence that its engineer's diagnosis wasn't correct. IPA's engineer said the quantity of oil that had leaked made it dangerous to use the boiler and maintained that it should not have been repaired without removing all the oil.

IPA did, however, apologise that the engineer arrived 25 hours after the claim was made, instead of within 24 hours which is its normal service aim. It offered £25 compensation for this in its final response letter in response to the complaint. After the complaint came to us, IPA confirmed its offer was £50.

Mr and Mrs C are not happy with IPA's response. They have made a number of submissions, which I've summarised below:

- IPA has not addressed why nobody rang them back within two hours, as promised and why they were told an engineer would come the same day when it turns out they don't work on Sundays and the inconvenience this caused to them.
- The offer of alternative accommodation or buying temporary heaters were not practical for a family of five (with three children under seven) in sub-zero temperatures at the time, so they were left with no alternative other than to stay overnight with family. IPA has not addressed this.

- IPA's engineer left behind oil soaked kitchen roll in their garage and told them to dig a hole in the garden and to burn them, which would have been extremely dangerous. They would have expected this to have been treated with extreme seriousness rather than being ignored by IPA, as it has done. Given IPA's reasons for condemning the boiler this smacks of inconsistency and double standards.
- IPA initially offered £50 as a good will gesture over the phone and then reduced this to £25 in its written response to their complaint. The offer is derisory given the seriousness of the complaint raised. By halving their initial offer, it seems its approach is to play 'hardball' with their customers rather than seek to engage with them constructively to find a solution and to provide genuine good customer service.

Mr and Mrs C have said the reasonable outcome to their complaint would be for IPA to pay half the cost of a replacement boiler.

One of our investigators looked into the matter. She didn't think the complaint should be upheld, as she was satisfied that IPA had acted fairly and reasonably and in line with the policy terms. She also said there was no evidence about any comments made by the engineer regarding the oily towels and it would seem unlikely he would have advised anything dangerous.

Mr and Mrs C do not accept the investigator's assessment. They have said the investigator's findings are biased – she had taken IPA's word that the engineer did not tell them to set fire to the oil, in order to have accepted this, by implication she has concluded that they have lied, which is highly offensive and derogatory.

Mr and Mrs C also say that the boiler cannot reasonably be considered beyond economical repair, if it cost £70 to repair it. IPA advised them to replace the boiler and dig up the garage floor, at a cost of thousands of pounds, rather than repair it. It seems unfair that it is allowed to do this just by quoting a clause in the terms and conditions. They paid an additional premium for the home emergency cover and think IPA never had any intention of trying to fix the boiler, this is unethical and we are responsible for regulating this.

As the investigator was unable to resolve the complaint, it has been passed to me.

### **my findings**

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

We do not regulate insurance companies – that is the role of the FCA. We investigate individual complaints about regulated activities carried out by regulated businesses, such as IPA. I can make awards to compensate individual complainants for any financial loss, or material distress and inconvenience caused to them directly by any breach of contract or other wrongdoing by a financial business such as IPA. I can't punish or fine a business or dictate any business practices or processes.

IPA's engineer came out 25 hours after the claim was made. The policy doesn't state that any attendance would be within a set time although we would expect a reasonably prompt response to a claim such as this, where a consumer has no heating or hot water. IPA has said it would aim to arrive within 24 hours, so it was slightly over its normal response time. In my opinion attending 25 hours after the claim was made was not unreasonable.

In the meantime, IPA also offered Mr and Mrs C money towards alternative accommodation and temporary heaters, in line with the policy terms. I can understand why Mr and Mrs C chose to stay with relatives instead but reasonable assistance was offered to them. I do not consider that IPA needed to do anything more, just because this wasn't suitable for them.

I note that Mr and Mrs C had to chase up the engineer's appointment, and were then disappointed that the appointment was not going to be the same day. I can see this would have been annoying. Overall, I am satisfied that the £50 offered is reasonable compensation for this and IPA attending an hour over its normal response time.

IPA's engineer provided a report and photos of the boiler. The engineer has said that a number of components had been contaminated by oil and the oil had seeped into the ground beneath the boiler, the engineer said this would also have to be removed. The photos provided show significant oil staining around the bottom of the boiler. The engineer is clear that the extent of the oil leak has made the boiler unsafe and beyond economic repair.

Mr and Mrs C have disputed this and said they've had the boiler repaired but can't provide evidence that the diagnosis of IPA's engineer is not correct. They may have had the split pipe replaced/repaired but this would not in itself prove that IPA's engineer is incorrect and that this was a safe thing to do.

Without such evidence, I can't safely conclude that IPA's engineer was wrong – nor am I persuaded that this is a deliberate refusal to provide the cover set out in their policy.

The policy doesn't cover replacement boilers, and Mr and Mrs C have said the boiler was capable of a simple repair, so in my opinion there is no reason that IPA should pay anything towards the cost of a replacement boiler.

Mr and Mrs C also say that IPA's engineer broke a valve and also told them to burn some towels/ rags with oil on. It is very difficult for us to be sure of what was said during the appointment and as the investigator has said there is nothing in the engineer's notes about the rags.

Mr and Mrs C say the investigator has decided they are lying about this but that isn't the case. There is not enough evidence to decide this one way or another. However, even if I were satisfied that the engineer did tell them to burn these towels, I do not consider that any award in favour of Mr and Mrs C is warranted for this. It is not inherently unreasonable for these towels to have been left for Mr and Mrs C to dispose of and it was up to them how to dispose of them however they thought fit.

There's also no convincing evidence the IPA engineer broke a valve. He did note that it was not in good condition. He also had to use it in order to isolate the oil from the boiler. Without evidence to say that this should have been possible (given the age and condition of the boiler) without any damage and that it was him that broke it, I can't make any reasonable conclusion about this.

Overall, I am satisfied that IPA acted fairly and reasonably and in line with its policy terms. Its offer of £50 compensation is reasonable in all the circumstances.

**my final decision**

I don't uphold this complaint against Inter Partner Assistance SA, as I consider it has already made an offer of settlement that is fair and reasonable in all the circumstances of the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 21 May 2020.

Harriet McCarthy  
**ombudsman**