

complaint

Miss S complains that Inter Partner Assistance S.A. gave her poor service under a home assistance policy.

background

Miss S has a policy underwritten by IPA. She called for help when she found she had no central heating or hot water. She complained about the response. IPA later paid her £190.

The adjudicator did not recommend that the complaint should be upheld. She thought that IPA had already adequately compensated Miss S for the delays.

Miss S disagrees with the adjudicator's opinion. She says that the policy entitled her to a refund of a year's premium if an engineer failed to attend within 24 hours. She and her two babies waited a week without heating or hot water she says.

my findings

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

Overall it took about eight days for IPA to restore Miss S's heating and hot water.

But it was always going to take some time – especially as the engineer had to order spare parts.

Miss S's call was on a Thursday and IPA sent an engineer the next day. But the engineer could not access the boiler. And – for no good reason – IPA told her it was beyond economic repair.

Miss S then waited in vain for an engineer to inspect the boiler over a weekend as arranged. IPA recognises that this was poor service. And I do not doubt that it caused her extra upset and put her to unnecessary trouble at an already difficult time for her.

On the following Monday an engineer identified a need for replacement parts. The boiler was working again on the following Thursday. As IPA had to get the parts, I'm not persuaded that it was responsible for any unreasonable delay in the meantime – uncomfortable though this was for Miss S and her family.

Miss S has not provided enough detail or documents to persuade me that IPA caused her £75 additional electricity costs for heating.

The IPA policy terms included the following:

“If we provide assistance and our approved contractor fails to attend the emergency within 24 hours of your call or if selected by you, an agreed appointment time, you will be entitled to a refund of the last 12 months premiums of your Home Emergency cover as compensation, provided that:

...

your claim does not relate to gas central heating breakdown”

Miss S's claim did relate to gas central heating breakdown. So I don't agree with her view that IPA should refund a year's premiums.

IPA paid Miss S £190 for the shortcomings in its service. Overall I find this fair and reasonable in line with what I would otherwise have ordered it to pay. I don't think it would be fair and reasonable to order it to pay her any more.

my final decision

For the reasons I have 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 am required to ask Miss S to accept or reject my decision before 14 August 2015.

Christopher Gilbert
ombudsman