

complaint

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

background

Mrs A called for help with a leaking boiler in late November. She complained about slow response to that and further problems with her central heating system.

The investigator recommended that the complaint should be upheld in part. She thought that IPA should've offered Mrs A up to £200 for alternative accommodation sooner. So she recommended that IPA should pay Mrs A - in addition to its offer of £150 – a further £200, that is £350 in total to resolve her complaint.

Mrs A agrees with the investigator's opinion.

IPA disagrees. It says, in summary, that its offer of £150.00 compensation is a fair and reasonable resolution.

my findings

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

Home emergency insurance doesn't usually cover damage caused by escapes of water. That's usually covered by home and contents insurance.

Mrs A's policy provided that a visit would be arranged within 24 hours of an emergency.

The policy also provided for up to £200 for alternative accommodation and transport if the property became uninhabitable.

IPA was the insurer responsible for dealing with claims. So where I refer to IPA or the insurer, I include engineers and other parties for whose actions I hold IPA responsible.

When Mrs A first called for help there was water coming through a ceiling. So she had an emergency. But damage had already occurred.

I accept that the response wasn't as quick as she would've liked. And IPA didn't ring Mrs A when it should've done.

She rang a private plumber to come and turn off the water supply. IPA at first wrongly thought the private plumber had worked on the boiler. It wrongly said her claim wasn't covered due to that.

So Mrs A was left with no central heating or hot water for longer than necessary.

But the day after she first contacted IPA it agreed to fix the boiler.

From its claim notes I accept that IPA's engineer attended that afternoon - within 24 hours of the first call.

So I can't say that IPA should reimburse Mrs A's cost for her plumber.

And I can't say that IPA was responsible for a delay that made the water damage worse. So I don't find it fair and reasonable to order IPA to compensate Mrs A for re-decorating her hallway and stairs.

IPA's engineer had to order some replacement parts. And unfortunately that took a few days.

I don't think the house was habitable. So I think IPA should've offered Mrs A alternative accommodation – whether she'd asked for it or not.

From its file I accept that IPA did offer alternative accommodation and Mrs A declined. I think she's forgotten about that. But I think IPA should've made the offer sooner.

IPA fitted the replacement parts to put the boiler back into a working state about a week after the first call.

I accept that Mrs A found the boiler noisy. But there's not enough technical evidence that IPA's work caused the noise.

I don't think it was unreasonable that IPA suggested a power flush.

Mrs A paid about £190 for a power flush. Unfortunately she still found the boiler noisy. But I don't find it fair and reasonable to order IPA to reimburse the cost of the flush.

I note that – in late January - IPA fitted further replacement parts. Mrs A still found the boiler noisy. But I keep in mind the nature and terms of the insurance cover. So I'm satisfied that IPA had done enough work at that stage.

IPA offered Mrs A £150 compensation for the initial delay. I don't think that went far enough.

IPA was responsible for some delays and poor communication that caused Mrs A extra inconvenience and upset at an already difficult time. Mrs A was worried about her pregnant daughter and young child who were living with her.

Overall I find it fair and reasonable to order IPA to pay Mrs A – in addition to the £150 it has offered – a further £200 for trouble and upset.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order Inter Partner Assistance S.A. to pay Mrs A £350 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 25 September 2017.

Christopher Gilbert
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