

## **complaint**

Mr B is unhappy with the service provided by Inter Partner Assistance SA (“IPA”) in relation to a claim under his home emergency insurance policy. IPA uses contractors to deal with claims on its behalf. Any reference to what IPA has said and done in this decision should be read as including anything said or done by those contractors on its behalf.

## **background**

Mr B’s boiler broke down on 7 December 2016 and so he contacted IPA. An engineer attended the next day and said that a new gas valve was required and there was a leak in the auto air vent.

IPA ordered the relevant parts but the valve was delivered without seals and so couldn’t be fitted. They were still waiting for this on 15 December and it appears they returned on 19 December 2016 to fit these parts but identified other problems, including that the boiler needed a new circuit board. I understand the engineer returned a number of times over the next few weeks. He identified a new fault each time and ordered additional parts. The boiler was repaired properly on 11 January 2017.

IPA says that Mr B’s boiler was no longer being made and so the parts took a lot longer than normal to arrive. However, it does acknowledge that the repairs took longer than they should have and offered to refund a year’s policy premium, i.e. £111.

Mr B doesn’t think this is adequate compensation for the trouble caused to him and his wife. He says they were without heating and hot water for a month, over the Christmas period and this caused significant inconvenience to them: their grandson couldn’t stay with them as he usually does every weekend; they had to travel to family members’ homes to use their bath/shower facilities; they incurred costs of £100 for gas bottles for alternative heating; they also had to use electric heaters, which has increased their electricity bills significantly; and had to cancel their Christmas day plans with their family because they had no hot water or central heating. After waiting a month, Mr B also says that the last engineer that came out took off the new gas valve and put the old one back on and this fixed the boiler.

Mr B also says that one of the engineers refused to wait for his relatives to come and secure the house when he’d finished, leaving it unsecure.

One of our adjudicators looked into the case and thought that it should be upheld. She had found manufacturer’s operating manuals on line and considered that IPA could have done more to identify the problem correctly sooner than it did. She also found that the parts that were required were available from various merchants and therefore didn’t think they should have taken so long to obtain. The adjudicator therefore recommended that IPA should increase the compensation to £300 and also pay the amount that Mr B could have claimed for alternative accommodation (ie £200). She also said that IPA should pay the cost of any benefit under the policy for alternative heating, (however I note there is no cover for alternative heating).

IPA doesn’t accept the adjudicator’s assessment. It says that the reason that it orders parts from its own preferred suppliers is that the parts come with a 12 month warranty. If it had ordered the parts online, then there is no guarantee that the parts would come with the same warranty cover and would not be covered in the event of future breakdown. In addition, the boiler manufacturer is no longer operating, so it couldn’t use a technical helpline to assist

with the repairs and while some operating manuals were available on line, the engineer might not have been able to access these on site. It considers it did all it could to deal with the claim reasonably.

As the adjudicator wasn't able to resolve the complaint, it's 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.

Insurers generally do have their own preferred suppliers who can source parts at discounts and do also provide a warranty. However, given how long these parts were going to take and that Mr B was without heating and hot water whilst waiting for these to arrive, I think IPA should have explored other options.

There's no independent evidence before me that parts bought from other available suppliers wouldn't have come with a warranty. And it appears IPA made no attempt to see if they could be obtained any quicker. It seems to me likely that parts could have been obtained quicker than they were. I also note that it took 12 days to come back and fit the new valve and seals. I think more could and should have been done to get these quicker.

IPA says that the policy specifically states that it will not be liable for any delays "caused by our suppliers or their agents obtaining spare parts that are not immediately available". However, I don't consider there is proof that the parts weren't available- indeed they seem to have been available just not from IPA's normal source.

Mr B also says there were several visits required before the boiler was repaired properly. He also mentions that the original valve, that was the first part replaced, was put back on and this was the final repair.

IPA has said that part for the reason the repairs took longer than it would have liked is because the manufacturer's advice helpline wasn't available. I agree with the adjudicator that manuals were available and I don't think it's unreasonable to expect a boiler engineer to look these up and research the boiler they're working on in order to try and resolve any problems with it as quickly as possible. Given they were apparently having problems diagnosing what was wrong, even if the engineers couldn't look up the boiler manuals on line whilst at Mr B's property – which isn't proven and again, seems was never tried – they should have done so when they could.

I can't say for sure how long the repairs should have taken, it might still be that a process of trial and error was required and a few different things wrong with the boiler but I am satisfied that it took longer than it should have done. IPA seems to have acknowledged this itself; it says the time taken "surpassed a suitable timeframe". It took over a month in total and at least four visits. In addition to this, it appears that one of the visits due didn't take place and took place two days later than planned, and there was a 12 day delay in getting one of the parts.

This additional time meant Mr B was without heating and hot water in the middle of winter and over the Christmas period for longer than otherwise would have been necessary. I have no doubt this was miserable for them.

The gold cover policy provides for alternative accommodation costs of a maximum of £200 including VAT, if the policyholder's home becomes uninhabitable. The lack of heating and hot water could be enough to make a property uninhabitable. I can see from IPA's file that Mr B was apparently offered this but it wasn't taken up. I can understand why as this wouldn't have been enough to provide alternative accommodation until the repairs were done. But in any case I agree this amount should be paid to Mr B as part of the compensation for the delays. The adjudicator also referred to alternative heating but there's no cover for this under the policy. If however, Mr B was put to expense solely due to an avoidable error on the part of IPA, it is right that he be reimbursed. He has said he had to pay higher electricity bill for the time waiting for the boiler to be repaired. He says his direct debit has gone up to £50 per month to pay for this period but I don't have a precise figure for the overall increase.

Given the information I do have, I consider that an overall a payment of £500 is sufficient to compensate Mr B for the additional costs incurred during this period and the distress and inconvenience caused by the delay in properly repairing the boiler, including having to arrange so many engineer's appointments and being without heating and hot water.

**my final decision**

I uphold this complaint against Inter Partner Assistance SA and require it to pay Mr B the sum of £500 compensation for the distress and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 November 2017.

Harriet McCarthy  
**ombudsman**