

## **complaint**

Miss B complains about the service Inter Partner Assistance SA ("IPA") provided when handling her claim under her home emergency insurance policy.

## **background**

Miss B was having problems with her hot water and she contacted IPA. On 11 December 2014, a contracted engineer attended and told her parts would need to be ordered. Miss B says she contacted the contractors the same day to say the boiler had turned itself off completely and she was also now without any heating. She did not receive any response and contacted them again on 12 December 2014 but no appointment was available until 15 December 2014.

Another engineer attended on 15 December 2014. This engineer was only an installation engineer and could not look into her central heating issue. Another appointment had to be arranged for 17 December 2014. A flow switch was fitted and a printed circuit board (PCB) was ordered. On 20 December 2014, the printed circuit board was fitted. The engineer realised the boiler had over heated and reset a switch on the boiler, which meant she had heating again; and the PCB wasn't actually needed. However, the problem with the hot water continued.

Miss B contacted IPA again on 24 January 2015, about the hot water. She was told parts would need to be ordered and that this would be covered but when she talked to the contractors they were rude and aggressive. The contractors didn't attend and her hot water didn't work properly until she had it fixed by her own engineer some time later. Miss B says her own engineer replaced a diverter valve at a cost of just over £230.

Miss B was unhappy with the handling of her claim, there were unacceptable delays while she waited for appointments, didn't receive responses to her calls, and the wrong parts were ordered. She had to buy an electric heater, as she didn't have any heating. She wants an apology and reimbursement of the cost of getting her own engineer to come and fix the boiler.

IPA says that each time an engineer attended and fitted new parts, it seemed to resolve the issue with the boiler. It therefore doesn't consider that it has done anything wrong. It treated this as two different claims – one for the heating and one for the hot water – and the work done had exceeded the policy limit of cover on Miss B's policy. IPA did, however, pay Miss B £75 compensation for misdiagnosing the need for a printed circuit board.

IPA also said that as the contractors were an independent business, any issues Miss B had with them were a private matter which it couldn't comment on.

One of our adjudicators looked into the case. She thought that IPA was responsible for the actions of the contractor as it was acting on behalf of IPA in dealing with the claim. She didn't think the claim had been dealt with as well as it should have been: there were delays and service issues that she thought warranted an additional payment of £150 compensation. was due and that IPA should reimburse the cost of the electric heater.

IPA didn't agree to the compensation recommended but did agree to reimburse the cost of the heater (just under £12). The complaint has therefore been referred 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.

Having considered the information provided, I have little reason to doubt Miss B's version of events. IPA has said that the service issues are a matter between Miss B and the contractor directly but this isn't right. The contractors were acting on IPA's behalf in meeting the insurance claim and therefore IPA is responsible for its actions.

Miss B was without heating for around nine days. IPA suggests that the heating claim started on 16 December but she had notified its contractors of this on 11 December 2014 but says she wasn't told she needed to formally submit a new claim until later. There's no good reason, as far as I can see, why it took so long to restore the heating, indeed three days was wasted just waiting for an appointment; and more time spent replacing the PCB which IPA has accepted wasn't necessary.

Miss B was also upset by the attitude of the contractor. IPA should have looked into this and I'm disappointed it didn't.

In conclusion, on balance I consider that IPA didn't handle Miss B's claim as it should have done. There were delays which could have been avoided, which caused Miss B inconvenience. I don't think the £75 already paid is adequate and agree that an additional £150 is warranted. IPA should also reimburse the cost of the heater, as agreed, if it hasn't done so already.

Miss B also asked for reimbursement of the cost of resolving the problem with the hot water. IPA says that there was no longer an emergency to be covered under the policy, as the hot water was working but would intermittently turn itself off, and the policy limit (£250) had already been reached anyway. The policy limit does seem to have been reached and there's no evidence that the initial work done wasn't right or necessary, so I can't make any award for reimbursement of the private engineer's costs.

## **my final decision**

For the reasons I have set out above, I uphold Miss B's complaint and order Inter Partner Assistance SA to pay Miss B compensation of £150 (in addition to the £75 already paid) and the cost of the heater (£12), if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 7 December 2015.

Harriet McCarthy  
**ombudsman**