

complaint

Mr W complains that Inter Partner Assistance S.A. gave him poor service under a home assistance insurance policy.

background

Mr W had a house with home assistance insurance underwritten by IPA. He agreed the sale of that house and the purchase of a new one. The central heating boiler in the old house was about eight years old. Mr W called for help with it. He complained about the response. And – as he was about to complete the sale of the house – he bought a new boiler.

The adjudicator recommended that the complaint should be upheld in part. He thought that IPA had already offered Mr W £250 for the time he was without heating and hot water. And – since he brought his complaint to us – IPA had offered Mr W a further £200 towards the cost of the new boiler. The adjudicator recommended that this was a fair and reasonable offer.

Mr W disagrees with the adjudicator's opinion.

my findings

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

Where I refer to IPA, I include its home assistance company and other agents for whose actions I hold it responsible.

The terms of the policy didn't oblige IPA to continue to try to fix the boiler if it was beyond economic repair ("BER"). The terms included the following:

"If your boiler is over 7 years old when it is declared BER we will make a contribution of £200 towards the cost of a new boiler. When your boiler is declared BER you will be transferred to a similar policy without cover for gas central heating."

Mr W and his partner were moving house in England. In the usual course of events, they would need to exchange contracts on the sale and purchase at the same time - so as to be sure they would have enough money for the purchase and somewhere to live.

After exchange, there is usually some time before completion and moving. Between exchange and completion, legal responsibility for the condition of the property (including its fixtures such as boilers) depends on the terms of the contract.

Mr W hasn't given details of when he exchanged contracts for the sale - or the terms of that contract. But he has said completion was due on a Monday.

In the weeks before completion, he called IPA out several times to look at the boiler. On one occasion it told him his boiler might be BER.

IPA broke a later appointment before attending again.

The manufacturer of the boiler inspected it and said the problem was with a three-port valve – external to the boiler.

Mr W told IPA the boiler needed urgent repair because he had agreed to sell the property. IPA said it would attend – but didn't.

On the Friday before completion, Mr W told IPA that if it didn't attend immediately he would buy a new boiler and ask IPA to pay for it.

IPA did send someone but he couldn't get the parts to do a repair that day. So – over the weekend - Mr W bought a new boiler.

I accept that there were some shortcomings in IPA's service. And - from what he has said - Mr W was in a difficult position.

But Mr W hasn't provided any technical evidence (or pricing evidence) that IPA could and should have got the parts and mended the boiler on the Friday. And I don't think IPA was responsible for whatever contractual or negotiating position Mr W was in with his buyer. So I don't think IPA caused him a financial loss. And I don't think it would be fair and reasonable to order IPA to pay for the new boiler.

Mr W says he suffers from arthritis and he and his partner had a six- month old toddler. They were without central heating and had to rely on an immersion heater for hot water. There's not enough technical evidence to conclude that IPA was responsible for the boiler not working. But I accept that the shortcomings in its service caused Mr W extra inconvenience and upset at an already difficult time for him.

Mr W hasn't provided any documents or other evidence to support his claim that IPA caused a loss of earnings.

IPA sent Mr W a cheque for £250 - which he told us he hadn't cashed. And – after he brought his complaint to us - IPA offered (in addition) to make a payment of £200.

If I were satisfied that the boiler was BER, then I would order IPA to pay the £200 with interest at our usual rate for late payment. But both Mr W and IPA believed that the boiler was repairable and neither has provided details of the expected cost. So I'm not satisfied it was BER and I don't think it would be fair and reasonable to make an order for interest.

Bearing in mind the terms of the policy and the extent of its responsibility for causing upset and inconvenience to Mr W, I'm satisfied that IPA's total offer is fair and reasonable.

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 Mr W:

1. £250 unless it has already paid him that amount;
2. a further £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 23 October 2015.

Christopher Gilbert
ombudsman