

complaint

Mr and Mrs M complain about the handling of their claim under a home emergency policy underwritten by Inter Partner Assistance SA ("IPA"). Mr and Mrs M feel that its engineers acted unfairly and unreasonably and want matters put right.

background

Mr and Mrs M had a home emergency policy with IPA. In December 2017, something went wrong with their boiler and on two occasions, an engineer came to fix it but failed to do so. On the first occasion, Mr and Mrs M said that the engineer refused to look at the boiler as he thought a kitchen cabinet was an obstacle; on the second visit, they said the engineer didn't look at the boiler and thought the issue was the outside condensing pipe.

The boiler remained unfixed, so Mr and Mrs M paid for another company to attend. They said that it found very quickly that there was a gas leak and the boiler should be condemned. Mr and Mrs M said the whole episode was very stressful and both Mr M and another vulnerable relative living at the property had health issues negatively affected by the cold. They felt IPA could've done more to assist, particularly as there was a gas leak and were unhappy about the size of their electricity bill caused by the delays by IPA.

Mr and Mrs M complained to IPA. It said on the first visit, the boiler was working and that Mr and Mrs M were told that it would be necessary to remove the cabinet for him to inspect it. IPA said that when it received a second call later from Mr and Mrs M saying that the boiler had failed, it sent an engineer who found the fault was due to a frozen condensate pipe, which needed upgrading. IPA denied that the engineers failed to spot a gas leak but was willing to consider the report from the independent company that condemned the boiler to reimburse what was covered by the terms of the policy. It apologised for the fact that the first visit wasn't carried out within 24 hours of the issue being reported as it promised would happen and offered £70 compensation.

Mr and Mrs M complained to us. The investigator's view was that the independent company's evidence was that the boiler was unsafe, should no longer be used and there was a risk to life. He thought IPA's engineers should've spotted this and should've looked at the boiler before leaving. The investigator thought due to this failing, Mr and Mrs M and their family suffered from the cold due to their health issues, their Christmas was spoiled, and their stress and upset was increased by both the higher than usual electricity bill and the fact that they felt that their lives had been put at risk. He said £2000 compensation was fair and reasonable.

IPA disagreed. It said that it didn't think its engineers would've found the leak as the boiler was working during the first visit and access was inadequate. The investigator said that he thought it was possible to access the boiler from the photos supplied by IPA and on the first visit, the engineer recorded that he thought there was an electrical problem, but didn't do any problem-solving. The investigator said the second engineer's view about the pipe was inconclusive, and noted that the next day the independent company condemned the boiler as unsafe. He didn't change his view.

my provisional decision

In my provisional decision, I said:

“Having considered all the evidence available to me, I don’t think IPA’s engineers acted fairly or reasonably. The policy covers assistance with home emergencies and repairs necessary due to a home emergency – a home emergency is a sudden unexpected event which needs immediate action to make the home safe and secure, avoid damage, make the home fit to live in or restore key services.

I’ve looked at the photos of the old boiler; I think it was accessible. The photos provided show the boiler was in a cupboard but, as far as I can tell, once the cupboard door is opened there seems to be full access to the front of the boiler. And there seems to be room on either side of the boiler. The pipes connecting the boiler seem to be also accessible as they are outside the cupboard. I also note that in the engineer’s report, he talked about poor access, not inaccessibility. He thought that there might be an electrical fault, but did nothing.

I don’t think the fact that the boiler was running at the time is relevant – IPA hasn’t argued that there wasn’t a home emergency and in the depths of winter, heating is required to make a home fit to live in, particularly for vulnerable consumers with significant health issues. It’s fair and reasonable to expect an engineer to at least properly look at the boiler. The second engineer also failed to inspect it and the issue of the pipe is irrelevant in my view. What was wrong with the boiler was that it had holes and was unsafe; this is the evidence of the independent engineer and IPA hasn’t disagreed.

I think it’s more likely than not that the boiler was in that condition when the first engineer visited; there was only a week or so between his visit and the independent company’s visit. And from the independent company’s report, and Mr and Mrs M’s own account of how quickly it found the fault, I think a visual inspection of the boiler would’ve identified the poor state of the boiler.

I think Mr and Mrs M are entitled to compensation. They suffered a delay (and increased electricity costs) due to IPA’s failure to look at the boiler. They had to pay an independent company to replace the boiler (and the IPA policy says that up to £250 should’ve been contributed to these costs). I think £350 fairly and reasonably compensates Mr and Mrs M for their financial loss for the replacement of the boiler and increased electricity costs.

I think it’s relevant that Mr and Mrs M are older consumers and both they and their family suffer from significant health issues. They were vulnerable and suffered from the cold. And from reviewing the evidence, I can see that they were very upset about discovering they’d been left with an unsafe boiler for a period over Christmas. While we don’t award compensation for what could’ve happened, discovering two engineers left them with an unsafe boiler caused Mr and Mrs M upset and this upset was caused by IPA’s failure to access the boiler. Mr and Mrs M were also put to the inconvenience of calling three engineers in order to deal with their home emergency.

The trouble and upset suffered by Mr and Mrs M and their family (who are all covered by the policy) in my view has been significant. But money never truly compensates for trouble and upset. I have carefully thought about the upset caused to Mr and Mrs M. Although I appreciate that our investigator proposed a higher sum, I think another £650 is fair and reasonable compensation, bearing in mind the circumstances and the evidence provided, and the size of awards made on similar cases.”

my findings

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

In response to my provisional decision, IPA said it didn't think that the first engineer would've found the gas leak as the engineer said that there was hot water and heating when he attended Mr and Mrs M's property. It remained of the view that access to the boiler was inadequate. But IPA was willing to pay £350 compensation to Mr and Mrs M, in addition to £150; the total offer was therefore £500. This is what IPA told this service before, so isn't new (with the exception of the offer); I also answered these points in my provisional decision. I think the evidence shows that the boiler was accessible and the fact that the boiler was running on the first visit is irrelevant – the engineer should've properly inspected it (as should've the second engineer). IPA's repetition of its arguments without further evidence doesn't change my view.

Mr and Mrs M also commented on my provisional decision; they said that they felt it was "*nice but quite minimal*". I think it would help if I explain that ombudsmen decisions are written with eventual publication in mind; in order to be readable to third parties and not identify consumers, decisions don't contain the full detail as set out in the investigator's view. But I have considered all the evidence and comments from the parties in reaching my decision.

Having reviewed the complaint again, I see no reason to change my provisional view and will make it my final decision.

my final decision

My final decision is that I uphold the complaint and Inter Partner Assistance SA should pay £350 compensation to Mr and Mrs M for their financial loss and another £650 for their trouble and upset. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 31 August 2019.

Claire Sharp
ombudsman