

## **complaint**

Mr M complains that Inter Partner Assistance S.A. mishandled his claim on his home emergency insurance.

## **background**

Mr M had a current account with a bank. It included a number of benefits for a monthly fee of £15 (or £10 if he met certain conditions). One of the benefits was home emergency insurance underwritten by IPA. It sent an engineer to help with his central heating boiler in July. But IPA declined to send an engineer the following winter – when the boiler wasn't providing heat or hot water. Mr M complained after IPA said the circumstances weren't a home emergency. He says he paid someone else £50 to get his boiler going.

The adjudicator recommended that the complaint should be upheld in part. He thought IPA should've sent an engineer but didn't – leaving Mr M without heating for 24 hours during a particularly cold time of year. The adjudicator recommended that IPA should:

1. reimburse Mr M £50 for the cost of repairs to his boiler;
2. pay Mr M an additional £50 for the distress and inconvenience it caused him.

IPA disagrees with the adjudicator's opinion. It says, in summary, that Mr M had been having a fault with his boiler for some time so he should've investigated and resolved it before it led to an emergency.

Mr M also disagrees with the adjudicator's opinion in part. He says, in summary, that he was without heating and hot water for 3 weeks.

## **my findings**

Only insurance companies – not banks – can underwrite policies of insurance. Mr M's complaint is mostly about the handling of his claim on the policy. So we have dealt with it as a complaint against IPA. Where I refer to IPA, I include its agents for whose actions I hold it responsible.

But I don't deal in this decision with Mr M's complaint about the bank's fee or the bank's service. That would need to be dealt with as a separate complaint.

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

I have seen a summary of benefits which includes the following:

*"Home emergency cover  
Covers a sudden unexpected incident to your home which needs immediate action to:  
...Make it fit to live in..."*

In the job sheets in July IPA's engineer noted the error code "E133".

I don't think it's unusual that – in the following months – the boiler displayed some error codes and Mr M re-set it.

I accept that – in early January - Mr M's boiler had an error code "E1" (interrupted gas supply). He couldn't get heating or hot water. So he asked IPA for help. But IPA declined – saying it wasn't a home emergency.

IPA has told us that it hasn't got a recording of the telephone call. So there's no direct evidence of what Mr M said about error codes. And I accept Mr M's statement that someone at IPA told him it couldn't offer alternative heating because it had run out of heaters.

I'm not satisfied that IPA treated Mr M fairly in line with the terms of the policy. I don't doubt that – in cold weather - Mr M would've re-set his boiler if he could. And IPA hasn't provided enough technical evidence to support its stance that the previous error codes were linked to the breakdown in January.

Mr M says that – after about 3 weeks and a couple of visits to the bank - he paid an engineer £50 to fix the boiler. But he has sent us a receipt which is handwritten and Mr M says he has corrected the date. So – while I find it likely that he paid the £50 – the receipt doesn't give much support to his complaint that he was without heating and hot water for 3 weeks.

I think IPA should've sent an engineer. To make up for its failure to do so, I think it's fair and reasonable to order it to reimburse Mr M £50, with interest at our usual rate.

I keep in mind the usual procedures for handling complaints. And – although IPA acknowledged Mr M's complaint - I think it ought to have given him a detailed response more promptly than it did.

I don't doubt that – by the shortcomings I have found – IPA caused Mr M some extra upset and put him to some extra trouble at an already difficult time for him. I think it's fair and reasonable to order IPA to pay Mr M £50 for this.

### **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 M:

1. £50 for the cost of repairs to his boiler;
2. simple interest on that amount at a yearly rate of 8% from 1 February 2014 to the date it pays him. If it decides it has to deduct tax from the interest element of my order, it shall send Mr M a tax deduction certificate when it pays him. He can then use that certificate to try to reclaim the tax, if he is entitled to do so;
3. £50 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 November 2015.

Christopher Gilbert  
**ombudsman**