

complaint

Mr S complains that Inter Partner Assistance S.A. gave him poor service under a central heating breakdown insurance policy.

background

Mr S lives with his wife and young child. He had central heating insurance underwritten by IPA and branded with the name of a home assistance company. He called for help when his boiler wasn't providing hot water and central heating. But after four visits and eleven days, the company hadn't fixed the boiler. So Mr S paid someone else £200 to fix it. He complained that the company should reimburse and compensate him. It offered him £50.

our adjudicator's view

The adjudicator recommended that the complaint should be upheld. He thought that the company hadn't given the service Mr S was entitled to expect. The adjudicator recommended that the company should:

1. reimburse Mr S for the work he'd had done;
2. pay Mr S a further £100 for the inconvenience caused by the delays.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr S and to IPA on 16 December 2015. I summarise my findings:

Mr S said he'd recently received payment of £200. I thought that was a fair and reasonable reimbursement.

I found some significant shortcomings in IPA's responses to Mr S's claim and his complaint.

These caused Mr S considerable upset as he worried about his wife and young child being without central heating and hot water.

It was likely that the company sent Mr S £50 with its resolution letter. And the adjudicator ordered a further £100, making a total of £150. But I didn't think that was enough for the trouble and upset IPA caused Mr S.

I thought it fair and reasonable to order it to pay him a total of £300 for trouble and upset.

Subject to any further information from Mr S or IPA, my provisional decision was to order Inter Partner Assistance S.A. to pay Mr S £300 for trouble and upset (less the £50 if it had already paid it).

Mr S agrees with the provisional decision.

IPA also agrees with the provisional decision – but says it has paid £120.

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 the home assistance company and any other parties for whose actions I hold IPA responsible.

After the company's first visit, Mr S waited about a week for it to replace a fan – but the boiler still didn't work.

Instead of trying to help, the company said that there was an electrical problem and it argued that such problems weren't covered. This caused delay while Mr S and his family had no working boiler during the last few days of October and the first few days of November.

I think the company had more than enough opportunity - during four visits - to find out what was causing the problem.

Its notes say that power was going to the boiler. They also include the following:

"...cable is broken from the cylinder stat..."

And that's consistent with Mr S's note that there was an issue with an *"electrical wire between tank and boiler"*.

The company then gave such conflicting information about what was happening that Mr S took matters into his own hands. I've seen the invoice from a local gas engineer. It says:

*"Trace and repair fault on wiring on boiler.
Rectify wiring to spur...£200"*

The company has taken this as a reference to the fused spur supplying power to the boiler. It has even provided an expert opinion on the limited number of things that might have gone wrong with that spur. But that opinion isn't specific to Mr S's system and it doesn't consider his other wiring. So I place little weight on that opinion.

From the company's own notes, I find it more likely that the problem wasn't with the fused spur – but rather with a cable between the boiler and the hot water cylinder thermostat.

Having looked at the policy terms, I see no basis for the company to have taken a stance that it wouldn't cover such an electrical problem.

And – contrary to the company's response to the adjudicator's opinion – Mr S says he has recently received its payment of £200. I think that's a fair and reasonable reimbursement. And – as it was promptly after receipt of his local engineer's invoice – I don't think it would be appropriate to order IPA to add interest for the short time Mr S has been out of pocket.

But I have found some significant shortcomings in IPA's responses to Mr S's claim and his complaint. I don't doubt that these caused Mr S considerable upset as he worried about his wife and young child being without central heating and hot water.

I find it likely that the company sent Mr S £50 with its resolution letter. And the adjudicator ordered a further £100, making a total of £150. But I don't think that's enough for the trouble and upset IPA caused Mr S. I think it's fair and reasonable to order it to pay him a total of £300 for trouble and upset.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I order Inter Partner Assistance S.A. to pay Mr S (save to the extent that it has already paid him):

1. £200 in reimbursement of the invoice from his local gas engineer;
2. £300 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 4 February 2016.

Christopher Gilbert
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