

complaint

Ms M complains about what Inter Partner Assistance SA (“IPA”) did when she told it about a problem with her boiler.

background

Ms M rang our service in July 2018 to say that she hadn’t had any hot water or heating since that morning. She said that she’d called her home emergency insurance provider, IPA, but it had told her that there was an intermittent fault, and it wouldn’t attend due to issues involving a third party. She said that she’s only ever used third party repairers provided by her insurer.

Ms M said that the problem had been ongoing since December, and after fracturing her knee, the cold was making her recovery worse.

IPA said that Ms M had rung it on 25 February, to say that she had no hot water. It had sent an engineer the same day, but it said that Ms M refused to open the door. Its engineer went back the next day, and there was no answer at the home. It said that Ms M had said at one point she was going to get her own engineer, but then asked IPA again to send someone out. IPA said that it had rung Ms M about the problem. It wanted to check if she needed heaters, or somewhere else to stay, but she didn’t answer her phone. Ms M had contacted IPA to complain about this in early March.

IPA said that Ms M had rung again on 21 March, to say that the boiler had failed again. It said it would send a senior engineer. Shortly after this, IPA’s notes say that it had offered to pay if Ms M got her own engineer. IPA’s notes also show that it now has difficulty getting engineers to attend Ms M’s property, because they said that Ms M was aggressive and rude.

Ms M contacted IPA again at the end of April, to say that the problem was still ongoing. She couldn’t get her own engineer out, and still wanted IPA to fix the problem. IPA said it would send someone again. But it said that it hadn’t managed to get in touch with Ms M to set up an engineer’s visit. She wasn’t answering calls, and hadn’t responded to voicemails.

IPA said it had talked to Ms M about the problems she’d had. She said that when she rings, an engineer should come out right away. She shouldn’t have to stay in to wait for them. She didn’t think that some work IPA had done in December had been done properly. And she said that she hadn’t rung about the problem for a couple of months because she had been bed-bound.

IPA said that it had reviewed the service that it had provided then. It had looked particularly at what had happened in February. It said it had rung Ms M on the number she’d asked it to use, before its engineer attended. And its engineer had attended promptly, in the morning. It didn’t think it had done anything wrong. It was a couple of months after this that Ms M rang our service.

IPA said that it didn’t know if the problem was fixed or not. Ms M hadn’t been back in touch to set up an engineer’s visit, and she also hadn’t sent in any claim to be reimbursed for the cost of having the problem fixed.

Our investigator didn’t uphold this complaint. He said that he’d considered the policy, which said that IPA would provide a repair service as soon as possible, unless there were practical problems which prevented its repairer from entering the home. He thought that it was

reasonable to consider that what had happened were issues that made it impractical for IPA to provide the service. And IPA had offered Ms M alternative arrangements. So our investigator didn't think that IPA had failed to provide a service.

He also said that the insurance was only supposed to cover home emergencies. He said that only covers a complete boiler failure, not a partial failure or intermittent problems. And he thought that if Ms M had been completely without hot water or heating for a prolonged period, then she would probably have been in contact with IPA more often. So he thought that it was reasonable for IPA to question whether this was actually a home emergency.

Our investigator said that the issues that Ms M had told us about from December 2017 were different to those she'd told IPA about more recently, so he didn't think that the problems had been going on for that long.

Ms M said that she'd read the first paragraph or so of our investigator's letter, and it was inappropriate and inaccurate. She said that she'd told us that IPA lied, and we had just repeated its lies. She said that she hadn't refused the engineers entry. She said that IPA was told that she would be out after 9am. She was away when the engineer attended. She said neighbours hadn't seen the engineer, and there was no card left.

Ms M said that she'd stayed with a neighbour for a while, whilst the property was cold. She said that IPA had offered to pay for a hotel, but she couldn't get to one easily with an injured knee. Ms M said that she'd had an engineer out again, he had got the boiler working whilst waiting for parts to arrive, but then never came back. And another engineer had told her that the motherboard was too expensive to replace.

Ms M said she'd complained to her broker, and it had agreed she had been lied to. It had offered to pay for an engineer. She wanted them to pay for what she'd outlaid, as she pays for the cover. And she said that she had spoken to the manufacturer's engineer, who had said that the problem was just not enough pressure in the system, which was solved by topping up the water tank. She said that she was frustrated that this was all that was required but IPA still said it was an intermittent fault. She said that it wasn't an intermittent fault, boilers by their very nature now and then stop working, which is why she had taken the insurance. And she said that even if it was an intermittent fault, there's nothing in the policy that says she isn't covered for that.

Our investigator said that if Ms M would like to send us any evidence that what IPA had told us was untruthful, she could do that. And he confirmed that her policy didn't provide cover for partial failures, which included intermittent faults. He sent Ms M the relevant excerpt from her policy document. Ms M replied to say that she didn't have a partial failure, she had a total failure with no heating and no hot water. She said she'd paid someone else to get it working.

This case was then passed to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've reached the same overall conclusion on this complaint as our investigator, and for broadly the same reasons.

Ms M has home and heating emergency cover provided by IPA. That covers her for a complete boiler breakdown.

Ms M has told us that the problem she has had with her heating system has finally been identified and fixed. I'm glad to hear that. But she said the problem was ongoing for a very long time, from December 2017 to at least July 2018. She also told us that she had a total failure of her hot water and heating. But IPA's notes from December 2017 say that there was a problem then, and that her heating was left working. There was another problem with a leaking radiator, which wasn't covered under her insurance, so it was simply replaced.

IPA's notes say that Ms M contacted IPA to request repairs in late February, in late March, and in late April. I know that Ms M says that IPA is just lying to us. But Ms M herself says that this has been going on for a long time. Given the length of time that Ms M says that this issue has been going on for, and the number of contact notes I can see from IPA, as well as the fact that Ms M told us her boiler was left working in March, I don't think it's likely that Ms M has been left entirely without heating or hot water during this time. I think it's more likely that she has an intermittent problem with her boiler, so that it is failing from time to time.

Our investigator has explained to Ms M that an intermittent fault with a boiler isn't covered under her insurance. He sent her the section from her policy which explains that partial failures aren't covered. That doesn't just mean she's not covered if, say, only one radiator stops working. It also means that she's not covered if her heating sometimes goes off and then comes back on again.

I know Ms M has told us that this was a complete failure. But she also says that boilers by their very nature now and then stop working. If they do stop working, but then start again, then that's an intermittent fault, and it isn't covered. I think that's likely to be what has happened in this case.

Ms M also says that IPA's engineers just don't turn up. And she referred to one occasion specifically when the engineer didn't turn up early enough. She says she never refused to let them in, she just wasn't there.

IPA's notes say that she rang very early in the morning, and wanted an engineer there straight away. Ms M herself has told us that she'd gone out by 9am. I think that if Ms M wants an engineer to look at her boiler, then she needs to stay in for longer than this. I don't think it's unreasonable for an engineer to attend after 9am, and I don't think that IPA let Ms M down because it didn't send an engineer earlier than that.

I don't know if Ms M has ever actually refused to let an engineer into her home, because I don't know if she was in her home or not each time engineers attended. But I still think that our investigator was right, to say that IPA says it will provide a service, under this policy, as soon as possible, unless there are other problems which prevent the repairer from entering Ms M's home or make it impractical for IPA to provide the service. I know Ms M won't agree with me on this, but I think that IPA has tried to provide her with the service she's entitled to under the policy. I don't think that it has done anything wrong. That means I don't think this complaint should be upheld.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 7 February 2019.

Esther Absalom-Gough
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