

complaint

Mr and Mrs C complain that Inter Partner Assistance SA (IPA) mishandled a claim on their home emergency insurance.

background

Mr and Mrs C had home emergency cover underwritten by IPA, which was provided as a benefit of their bank account. They had issues with their boiler so they claimed under the policy in February 2016. IPA asked a third party to carry out repairs.

Mr and Mrs C then had the boiler serviced through another provider in October 2016. At this point the boiler was found to be unsafe and needed repairs costing £288 to put it right.

Mr and Mrs C complained to IPA as they believed the engineer IPA had asked to carry out the repair originally had caused the problem. Although IPA disagreed on the basis that there wasn't evidence to support this, it gave Mr and Mrs C a £250 contribution towards the repair cost as a gesture of goodwill. But Mr and Mrs C didn't think this was fair.

Our investigator considered the case. She concluded that it seemed likely IPA's engineer had either directly affected the boiler becoming unsafe due to the work they carried out, or neglected to identify those issues at all. In any event she considered IPA were responsible and recommended it pay Mr and Mrs C £150 compensation for the trouble and upset caused.

Although Mr and Mrs C reluctantly agreed with our recommendation, IPA disagreed. It maintained that there isn't any evidence to show that this is the case, and said the offer it made is fair. IPA requested an ombudsman decide what should happen, so the case has been passed to me.

my findings

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

Mr and Mrs C's policy says that in the event of a problem, IPA would "*carry out any repairs necessary as a result of that home emergency*". The policy defines a home emergency as an event which needs immediate action to "*make the home safe or secure*". I interpret this to mean that IPA would not only arrange to ensure the boiler works, but also make it safe.

We know that when it was inspected in October 2016 the boiler wasn't safe. So I need to decide whether or not IPA's involvement in February 2016 contributed to this.

IPA doesn't think it should be held responsible, because there's no evidence to show that its engineer worked on the parts which caused the boiler to become unsafe in October 2016.

As our investigator mentioned, we're not experts on boilers. So we rely on the evidence we're presented with. And where that evidence is unclear or unavailable, I need to base my decision on what I think is most likely to have happened.

IPA's engineer's notes of February 2016 say that the boiler was leaking. The October 2016 engineer's notes say there were a number of issues with the boiler:

"removed heat exchange to put flow and return seals into combustion chamber back in correct position (they were not positioned correctly leaving boiler at risk) replaced flow & return o-rings, screwed flue. Tested, all OK".

The question here is whether these issues existed at the point IPA's engineer worked on the boiler in February 2016, or if they occurred sometime between February and October 2016.

Like our investigator, I think it's unlikely that Mr and Mrs C worked on the boiler themselves during this period. And given the nature of the problem identified in October 2016 – parts not being fitted correctly – I think it's likely that the faults were likely present in February 2016.

I appreciate IPA's position that their engineer didn't work on those particular parts. But I don't think that would've been necessary for IPA to have failed its obligations under Mr and Mrs C's policy. And I note IPA's engineer did work on the o-rings and seals. It's not clear if they were the same ones that were later found to be in the wrong position but given there was a leak, I think it's reasonable to expect IPA to have checked all seals in the boiler.

Taking this into account, I think it's reasonable to say that IPA's engineer either introduced, or failed to identify, the issues that came to light in October 2016. I'm not saying that an insurer should be able to spot all things that might be wrong with a boiler, when attending to a specific repair issue. But on this occasion, I don't think that IPA met its obligation under Mr and Mrs C's policy.

IPA offered Mr and Mrs C £250 towards the cost of repair as a gesture of goodwill. This is the policy limit. But given the above, I think it should've paid the total cost of the repair. I also think that Mr and Mrs C ought to be compensated for the trouble and upset they were caused as a result of finding out their boiler had been unsafe for some time.

Mr and Mrs C also want an apology from IPA. I don't normally direct that a business provides an apology, as a forced apology wouldn't be the sincere acknowledgement of fault that they want. They also want IPA to be brought to account of the potentially dangerous situation they were left in but, as no harm was done, I can only award compensation based on the trouble caused. Our investigator recommended IPA pay Mr and Mrs C a total of £150, inclusive of the shortfall of £38 they incurred in getting their boiler repaired in October 2016. Given all of the above, I agree that it would be reasonable for IPA to pay Mr and Mrs C this amount.

my final decision

My decision is that I uphold this complaint, and order Partner Assistance SA to pay Mr and Mrs C a total of £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 8 June 2017.

Stephen Trapp
ombudsman