

complaint

Mr and Mrs S complain that Inter Partner Assistance S.A. mishandled their call for help under their home emergency insurance.

background

Mr and Mrs S's boiler stopped providing central heating and hot water. IPA gave conflicting information before saying that it wouldn't cover the repair. Mr S got the manufacturer to fix the boiler (and to cover it for a year) at a cost of about £320. IPA offered him £250. He complained that it should pay him more.

The adjudicator recommended that the complaint should be upheld. He thought that IPA raised Mr S's expectations but left him without hot water for about a week. The adjudicator recommended that IPA should pay Mr S a further £100 for trouble and upset.

IPA disagrees with the adjudicator's opinion. It says, in summary, that its payment of £250 is enough.

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 other parties for whose actions I hold it responsible.

Fortunately it was summer when the boiler stopped working. But the lack of hot water was inconvenient.

In view of what the boiler manufacturer's engineer did later, I'm not persuaded that IPA properly investigated the problem and discussed the options.

At first IPA told Mr S it wouldn't repair the boiler as no-one had serviced it. I don't think that this was factually correct and in line with the relevant policy terms.

And the next day IPA said it would cover the repair. I'm not persuaded that it properly explained the policy limit of £250 and the options Mr S had.

So IPA failed to manage Mr S's expectations. And I don't share IPA's view that he ought to have acted sooner to get someone else to fix the boiler. I accept that he was genuinely and reasonably disappointed when IPA told him the necessary repairs were too expensive for it to cover.

Mr S got the boiler manufacturer to resolve the problem by replacing the printed circuit board. This (and a year's cover) cost about £320 - only about £70 over IPA's policy limit.

In the meantime Mr S and his family had suffered the upset and inconvenience of not having hot water for over two weeks. I don't think all of this was due to IPA. But I hold IPA responsible for about a week of it.

So I don't think it was enough for IPA to say – in its final response – that it was sending Mr S a cheque for £250. This was in effect a payment in lieu of the service it said it was going to

provide and then didn't. I think it should have tried harder to fix the boiler within a few days of Mr S's first call.

Overall I think it's fair and reasonable to order IPA to pay Mr and Mrs S (jointly) an additional £100 for upset and trouble.

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 and Mrs S (jointly) £100 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 8 February 2016.

Christopher Gilbert
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