

## **complaint**

Mr E complains about the way Inter Partner Assistance SA ("IPA") responded to his home emergency claim.

## **background**

Mr E had a home emergency policy with IPA. On 7 December 2017 his boiler failed and he had no hot water or heating. He called IPA around 17:00 and spoke to one of its agents. Mr E says he was told that someone would call him within two hours.

Mr E didn't receive a phone call and a few hours later called IPA again. Mr E was told the office dealing with his claim was closed and that he would need to wait until the following morning. Mr E's call was then disconnected. Mr E called several more times, all resulting in his calls being disconnected before he was given any more information. The final time Mr E called he was again told that he would need to wait until the following morning but was also informed that he was covered for up to £1,000 if Mr E wanted to use his own engineer. But as it was 21:30 by that time, Mr E was unable to contact his own engineer so he says he had no option but to wait until the following morning. Mr E says this subjected his family to unnecessary risk in a very cold house.

The following morning IPA contacted Mr E and an appointment was booked for an engineer to attend later that day. He also had a conversation with IPA about his concerns regarding the way his claim had been handled. During this call he was told the information he was given about using his own engineer was incorrect – only £150 was authorised initially to diagnose the problem. Mr E later arranged for his own engineer to attend. The engineer diagnosed the problem but when he called to get authorisation for the boiler to be fixed while his engineer was there, he wasn't able to speak to someone that could authorise the works before they were carried out. Mr E was eventually able to get his boiler fixed and has been reimbursed for the cost of this.

Mr E is unhappy with the customer service he received, the response time to his emergency and the fact that he was not offered alternative accommodation despite the fact that there were vulnerable people and an infant in the house. Mr E is also unhappy that he wasn't sent copies of call recordings he later requested.

IPA responded to Mr E's complaint. It acknowledged that it had provided incorrect information and that his calls were terminated. It explained that the first person Mr E spoke to should have informed him that he would receive a call back to book an appointment within four hours and that the appointment would take place within 24 hours, which is its usual timeframe for an emergency call out. It also apologised that he wasn't offered the accommodation allowance but explained that Mr E had told it there was a heater in the house and it wouldn't usually provide the allowance on the first night if there was some form of heating in the house. It also offered Mr E £150 for any distress and inconvenience caused by its actions.

Our adjudicator didn't think the complaint should be upheld. She said that 24 hours was a reasonable response time to an emergency call out. And she thought that IPA had made mistakes but that the £150 offered was reasonable compensation for those mistakes. Mr E didn't agree so the complaint has been passed to me to decide.

## **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 outcome as the adjudicator and for the same reasons.

Mr E has said that he feels he's been misled and doesn't want others to be subjected to the same experiences he's had with IPA. If Mr E has concerns about the sale of his policy, he will need to raise a concern with the company that sold him the policy as this complaint is about the policy provider. And my role is to consider what's happened during Mr E's individual claim, rather than his wider concerns about IPA. So I will only be commenting on the circumstances of this complaint.

IPA has already acknowledged that it didn't provide the level of service it should have done and it has offered £150 compensation for the distress and inconvenience its mistakes caused. Mr E doesn't think this is sufficient compensation so I have considered whether IPA should offer more compensation.

Mr E believes his family was put at risk – and I don't doubt that's the case. But I can only consider what actually happened, not what could have happened. And while I can appreciate that the night Mr E spent without hot water or heating for his family must have been unpleasant and stressful, thankfully Mr E hasn't given any indication that there were any long-term consequences of this for his family. And ultimately Mr E was only without hot water and heating for one night.

The policy Mr E has with IPA doesn't give any indication about how long it expects to be able to resolve emergencies. It has told us that its expected timeframe is within 24 hours – and in this instance it has met that timeframe. But it wasn't clear about that with Mr E from the outset so it didn't give him the opportunity to consider if there were any other options, rather than spending the night in a cold house. So I don't think it provided the level of customer service I would have expected to assist Mr E in this instance.

There is no doubt that Mr E received poor customer service throughout this claim. His calls were repeatedly disconnected, which must have caused additional stress at an already stressful time. He wasn't given clear timeframes for when it was expected that his boiler would be fixed. And Mr E wasn't sent the calls he requested in a timely way. IPA has already acknowledged these issues.

Mr E says he should have been offered alternative accommodation for the night. His policy is clear that this will be paid if a "home cannot be occupied overnight because it is uninhabitable for a period of over 48 hours due to an insured event". IPA has acknowledged that it could've offered Mr E alternative accommodation for the night – and I think that would've been particularly good customer service. But I haven't seen anything in the policy documents to suggest IPA had to offer alternative accommodation in this situation.

Taking everything into account, I can see that Mr E was caused trouble and upset as a result of IPA not handling this claim well. But I also have to consider that the event happened over the course of one night and the boiler was fixed the following day so this was a fairly short series of events. And while I can understand Mr E's concerns about his family being at risk, Mr E hasn't told us that this had any lasting impact on his family. So taking everything into account, I think the compensation IPA has already offered Mr E is fair and reasonable in the circumstances and I won't be asking it to do any more.

**my final decision**

My final decision is that I don't uphold this complaint. Inter Partner Assistance SA should pay Mr E the £150 it offered him if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 24 April 2020.

Sara Falzon  
**ombudsman**