

## **complaint**

Mr B complains about Inter Partner Assistance SA's delay in providing information about a home emergency insurance claim to his home insurers, as a result of which he says damage was caused to his property. Mr B also complains about the distress and inconvenience he suffered as a result of Inter Partner Assistance SA's delays.

The circumstances and background to this complaint were set out in my provisional decision in May 2013, as follows:

### ***"background***

*Mr B holds a home emergency insurance policy, underwritten by IPA. All references to IPA include its administrative agents...*

*On 21<sup>st</sup> September 2011, Mr B contacted IPA to register a claim under his policy because his child had accidentally damaged his boiler, breaking the timer and causing a leak.*

*An engineer attended the following day and carried out a repair. However, Mr B contacted IPA again one day later to report that his boiler was still leaking.*

*IPA arranged for a second engineer to attend, who identified that parts were required. The engineer ordered the necessary parts and isolated the boiler, leaving Mr B without heating and hot water. However, the boiler manufacturer subsequently informed IPA that one of the parts required could not be purchased separately. As a result of this, IPA deemed Mr B's boiler to be beyond economic repair. IPA attempted to contact Mr B on 26<sup>th</sup> September 2011 to inform him of this but was unable to get through.*

*Mr B telephoned IPA for an update on 7<sup>th</sup> October 2011 and was told that his boiler was beyond economic repair. Mr B requested a letter from IPA confirming the position, with a view to making a claim for the accidental damage to his boiler under his home insurance policy.*

*IPA obtained a report from its engineer ten days later, stating:*

*"... ch flow isolation valve on boiler and side internal insulation also damaged.  
Further problems ahead, poor condition".*

*This report was sent to Mr B's home insurer, together with a follow up report confirming that the side insulation of the boiler was unavailable as a spare part and, as a result, the boiler was beyond economic repair.*

*Mr B subsequently requested that IPA provide a further report, confirming that his boiler timer had been damaged accidentally. IPA contacted its engineer, who said it did not have any record as to the reason why repairs were required or how the damage was caused. IPA therefore informed Mr B that it was unable to assist him any further.*

*When Mr B's home insurer attempted to contact IPA's engineer directly to obtain additional information about the boiler damage, IPA informed the home insurer that it should make its decision based upon the reports already provided.*

*Mr B arranged for a private engineer to inspect his boiler and prepare a report on the cause of the damage and I understand that his home insurer met the claim following receipt of that report and his boiler was replaced in November 2011.*

*Mr B complained to IPA, as he says that it caused a delay in his home insurance claim being met. He therefore feels that IPA should compensate him for the time he and his family spent without heating and hot water. In addition, he says that the lack of heating caused significant mould damage to his property which now requires redecorating. He wants IPA to reimburse him for this cost.*

*IPA does not accept that it caused any delay but paid him £40 compensation for any inconvenience caused. Mr B returned the cheque to IPA and, as he remained dissatisfied, brought his complaint to the attention of this service.*

*Our adjudicator recommended that Mr B's complaint should be upheld. IPA did not accept our adjudicator's recommendations but said it would be prepared to pay £200 compensation in full and final settlement of this complaint.*

*As our adjudicator was unable to resolve the complaint to the satisfaction of both parties, the matter has now been referred to me for final determination.*

### ***my provisional findings***

*I have considered all of the evidence and arguments from the outset, in order to decide what is fair and reasonable in the circumstances of this complaint.*

*The terms and conditions of Mr B's policy provide that IPA will carry out temporary repairs up to the value of £250 in the event of a specified home emergency situation, such as the failure of a boiler.*

*In this case, IPA was unable to repair Mr B's boiler because it is not possible to purchase the required part (the side insulation) separately. It seems to me that this was a matter outside of IPA's control.*

*Whilst I accept that IPA was not in a position to repair Mr B's boiler, and the policy does not cover replacement boilers, it seems to me that there was an avoidable delay on the part of IPA in informing Mr B of this. Mr B was only informed that IPA would not be in a position to repair his boiler on 7<sup>th</sup> October 2011 after he contacted it again.*

*However, it seems to me that at that point IPA had fulfilled its obligations to Mr B under the terms of his policy.*

*Mr B then asked for a report from IPA confirming that the damage had been caused accidentally so that he could pursue a claim under his home insurance.*

*IPA had no further contractual obligation to Mr B but it is reasonable to expect it to cooperate with reasonable requests for information. However, IPA says that in order to deal with a claim under its policy, the cause of the damage is not normally relevant and so is not routinely recorded.*

*IPA did ask its engineer if he could confirm the cause of the damage but he said he had no record, or recollection, of how the damage had occurred. I understand Mr B says that he told*

*both engineers how it happened – as well as the claims-handler when he first made his claim - and therefore feels IPA should have been able to confirm this.*

*However, it does not seem unreasonable to me that the engineers may not have recalled this, or that they did not record it on their notes of the job. I have also seen the screen print of IPA's claims record, which does not mention the cause of the damage to the boiler. I note that it listened to the recording of the original claim call as part of its investigation of the complaint and it confirms that Mr B did report the damage as having been caused by his child throwing a toy at the boiler. However, I am not persuaded that IPA had a duty to retrieve and listen to that call in order to respond to the request for information from Mr B's home insurer.*

*Whilst IPA could perhaps have explained all this to Mr B sooner, I do not consider it had any obligation to provide an engineer's report to Mr B's home insurers.*

*Overall, I am not persuaded that IPA made an error by failing to provide such a report or that it would be fair or reasonable to hold IPA responsible for the delays incurred after 7th October 2011, when it informed Mr B that his boiler was beyond economic repair.*

*I understand Mr B says IPA's engineer caused a second leak in his boiler. However, as the original claim also related to a leak, it is difficult for me to determine with any certainty what caused the second leak. Based on the information I have seen, there is insufficient evidence upon which I could conclude that IPA's engineer caused further damage to Mr B's boiler.*

*Having reviewed the photographs and quotation provided, it is clear that Mr B has experienced mould growth at his property. In my experience of dealing with complaints of this type, a lack of heating over an extended period of time can contribute to mould growth.*

*Taking into account the delay which I consider IPA to be responsible for (from 26<sup>th</sup> September 2011 until 7 October 2011), and the fact that Mr B was without heating for some time after this, I am not persuaded that IPA's delay can be said to be the sole or primary reason for the mould growth at Mr B's property.*

*It follows therefore that I do not consider that IPA should reimburse Mr B any of the costs of redecorating.*

*I do, however, consider that some compensation is warranted for the delay between 26<sup>th</sup> September and 7 October 2011. In addition, I note that Mr B was not offered alternative accommodation, which the policy provides.*

*IPA has now offered to pay Mr B £200 compensation in recognition of the distress and inconvenience caused by these issues. This is in line with awards made for similar cases of distress and inconvenience and therefore I do not consider IPA's offer to be unreasonable in the circumstances.*

### **my provisional decision**

*My provisional decision is that I uphold Mr B's complaint in part, to the extent that IPA should pay compensation of £200 in relation to the distress and inconvenience caused by its handling of his claim.*

*I now invite both parties to provide any further submissions they may wish to make, in writing within one month, after which I will issue my final decision, or further directions.”*

### **developments**

IPA accepted the findings set out in my provisional decision.

Mr B also responded. He told our adjudicator over the telephone that:

- I have had regard only to IPA's version of events, and have not taken the circumstances he described into account
- IPA could have provided the report, even if it was not obliged to do so
- he was waiting for a much longer period of time than mentioned in my provisional decision
- he suffered inconvenience due to the young age of his children, as well as a result of the mould damage which has occurred at his property

Mr B did say that he also wanted to make further written submissions but nothing more has been received.

### **my findings**

I have reviewed this complaint again and I have had regard to all of the comments which Mr B has made from the outset, as well as in response to my provisional decision. However, I am not persuaded that there are any grounds upon which I could reasonably depart from my provisional findings.

I have no doubt that Mr B and his family suffered inconvenience as a result of having no heating and hot water, and because of the subsequent mould growth.

However, I have to determine whether that distress and inconvenience is attributable to IPA.

I did consider that, although IPA had no obligation to help Mr B that it was reasonable to expect it to do so.

And it did try and provide the information that he needed: it went through its notes about the claim and spoke to the engineer who attended. However, the notes did not record the cause of the damage to the boiler and the engineer could not remember any details.

In the circumstances therefore, I was not minded to conclude that IPA had acted unfairly or unreasonably in failing to provide a report to Mr B's home insurer specifying that the damage to the boiler had been caused by his child throwing a toy.

It follows that I did not consider that the delay in having the boiler repaired (after IPA told Mr B that it could not repair it) and the damage caused by that delay could be attributed to IPA. I see no reason to change my mind about that.

I did consider that there was an avoidable delay on IPA's part, in telling Mr B that it could not repair his boiler, between 26 September 2011 and 7 October 2011. I considered that the sum of £200 compensation for the distress and inconvenience caused by this was appropriate and I remain of this view, as I have not seen any persuasive independent evidence that a period of approximately 11 days would have resulted in any mould damage.

**my final decision**

My final decision is that I uphold Mr B's complaint in part.

Inter Partner Assistance SA must pay Mr B £200 compensation for the distress and inconvenience caused.

I make no further award against Inter Partner Assistance SA.

Harriet McCarthy  
**ombudsman**