

complaint

Mrs C complains that Inter Partner Assistance SA failed to provide cover for a claim she made on her home emergency policy.

background

In December 2013, Mrs C's boiler failed and she had work carried out by a third party. This work was completed on 15 January 2014.

Mrs C had further issues with her boiler on 5 January 2015. She contacted Inter and an engineer attended on 7 January 2015. Following this Inter wouldn't provide cover for the claim. It said the boiler had not been serviced within the past 12 months.

Mrs C disagreed with this and explained that the third party engineer had serviced her boiler when carrying out repairs in 2014. Inter didn't accept this. This was because it didn't say on the invoice from the third party engineer that a service was carried out.

As Mrs C wasn't happy she referred her complaint to this service for an impartial review.

Our adjudicator initially upheld her complaint. This was because Mrs C would have reasonably believed a service was carried out in 2014. We would not have expected her to call another engineer out at that time. The adjudicator also obtained confirmation from the third party engineer, through Mrs C, that a service was carried out; it just wasn't made clear on the invoice.

The adjudicator suggested that Inter should consider Mrs C's costs and she asked Mrs C to evidence these costs. Mrs C explained she only had a flu clip replaced and did not have a receipt for this. Mrs C said that she was waiting to see what the outcome was with Inter before she decided what to do with her boiler.

Due to Mrs C not having incurred any costs or evidencing them, the adjudicator didn't feel she could ask the business to make a payment.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Inter declined the claim due to there being lack of an annual service for the previous year. Mrs C has provided further evidence to show that the third party engineer she used carried out a service. I know the business was not persuaded by this, as it was provided over a year after the works were carried out in 2014.

However, I find the evidence provided by Mrs C reasonable enough to show a service was carried out. I also consider that as Mrs C is not an engineer she would have reasonably believed that while having repairs carried out, a service would have been done at the same time. Therefore, I would have expected Inter to have reconsidered the claim in line with the remaining terms and conditions of the policy.

However, the adjudicator asked Mrs C to provide evidence of the costs she incurred when having her boiler fixed. Mrs C explained she had only had a flue clip replaced and could not

provide evidence of the cost of this. She said she was waiting to see if Inter would cover her claim to decide whether to have the boiler repaired or replaced. As there is no evidence to show costs have been incurred I can't ask the business to consider these costs.

Mrs C has now decided to have her boiler replaced. The adjudicator explained to Mrs C that the policy does not provide cover for replacing the boiler. Mrs C explained that she just wanted Inter to contribute to the replacement. Unfortunately, I don't think I can request that Inter does this, as this would still mean that it is contributing to the cost of replacement, which is not covered under the policy.

Furthermore, as Mrs C is having the boiler replaced there are no repairs costs for the business to consider.

my final decision

For the reasons I have explained, my final decision is that I don't uphold this complaint. I make no order against Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 16 November 2015.

Colin Keegan
ombudsman