

complaint

Mrs J complains that Inter Partner Assistance S.A. was responsible for poor service under a home emergency insurance policy.

background

When her boiler went wrong, Mrs J called her insurer IPA for help. She complained that it left her and her family with a dangerous gas boiler for several days.

The adjudicator recommended that the complaint should be upheld in part. She thought that Ms J experienced very bad customer service. The adjudicator recommended that IPA should – in addition to the £400 already awarded – pay Ms J another £150.

IPA agrees with the adjudicator's opinion.

Ms J disagrees. She says, in summary, that the compensation doesn't reflect the worry IPA caused.

my findings

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

Mrs J's policy was subject to a limit of cover. So she would have to contribute to more expensive repairs.

IPA was the insurer responsible for dealing with claims. So, where I refer to IPA, I include its assistance team and its engineers, for whose actions I hold IPA responsible.

IPA's first engineer dismantled the boiler and said it needed new parts including a heat exchanger. The estimated cost was beyond the policy limit by several hundred pounds.

From what happened later, I don't think the engineer was correct in diagnosing the need for a new heat exchanger.

In any event there's no excuse for the state in which the engineer left the boiler- even temporarily. About ten days later another company reported as follows:

"Immediately dangerous...Previous engineer left boiler unsafe by leaving an open end on a gas supply"

It took IPA about ten further days to get another engineer to fix the boiler. He replaced the fan. But he didn't replace the heat exchanger, and that's why I've found that the first engineer was incorrect about the need for that.

So I hold IPA responsible for most of the delay which followed the first engineer's visit.

Mrs J says that she had to take time off and lost pay. But she hasn't given any details of what time she took off or what pay she lost. So I don't think it would be fair to order IPA to pay compensation for that.

It was summer time. But I don't underestimate the inconvenience of having no hot water in the house for almost three weeks. This affected Mrs J and relatives staying in the house, both young and old.

Under our rules I can only award compensation for the inconvenience and upset caused to Mrs J as the policyholder. But I don't doubt that she was upset by the inconvenience to herself and her family. She was also upset by the thought of what might've happened to them as a result of the open gas pipe.

IPA went some way to compensating Mrs J. It paid her £400. I don't think that was quite enough. Overall I agree with the adjudicator that £550 is a fair figure. So I will order IPA to pay Mrs J a further £150 for trouble and upset.

I don't think it would be fair and reasonable to order IPA to pay any more than that.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order Inter Partner Assistance S.A. to pay Mrs J –in addition to the £400 already paid – a further £150 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 16 January 2017.

Christopher Gilbert
ombudsman