

complaint

Mr B complains that Inter Partner Assistance S.A. mishandled a claim on his home emergency policy.

background

Mr B had home emergency cover underwritten by IPA. His boiler broke down and he complained about how long IPA took to get it fixed.

The adjudicator recommended that the complaint should be upheld. He did not conclude that the repair had been carried out as soon as it could have been. He recommended that IPA should pay Mr B £150.

IPA disagrees with the adjudicator's opinion. It says its appointed engineer did not carry all parts for all boilers. IPA and its engineer should not be held responsible that a supplier did not deliver a part more quickly, it says.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

IPA sent an engineer the next day in response to Mr B's report of a broken-down boiler. I consider that he ought reasonably to have noted that Mr B shared his home with vulnerable relatives and they were without heating and hot water. The engineer ordered an air pressure switch.

It was installed after about a week. But it was found that a new circuit board would also be required. It was only following Mr B's intervention that it was installed the same day.

The business has referred to the following policy exclusion:

"We will not be liable for any of the following:

...

j) Any delays caused by our suppliers or their agents obtaining spare parts that are not immediately available."

I consider that Mr B had a reasonable expectation that a home emergency insurance policy would provide a prompt resolution to his boiler breakdown.

And IPA has not provided sufficient detail to persuade me that the switch was not immediately available. Therefore I am not satisfied with its response to Mr B's home emergency.

Although it was during a summer month, I do not doubt that IPA caused Mr B some unnecessary days of inconvenience and upset, including concern for his family members. I agree with the adjudicator that £150 is fair and reasonable compensation for this.

my final decision

For the reasons I have explained, my final decision is that I uphold this complaint in part. I order Inter Partner Assistance S.A. to pay Mr B £150 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B to accept or reject my decision before 23 February 2015.

Christopher Gilbert
ombudsman