

## **complaint**

Mr C and Mr E complain about Inter Partner Assistance SA's ("IPA") handling of their home emergency insurance claim for a fault with Mr C's boiler.

All references to IPA include its appointed administrative agents.

## **background**

In late November 2011, Mr C contacted IPA to register a claim because of an intermittent problem with his hot water. IPA refused to attend on the basis Mr C's hot water had not failed completely, so his claim was not covered under his policy.

On 30 November 2011, Mr C contacted IPA to report that he was now entirely without heating and hot water. An engineer attended on the same day and diagnosed that a boiler flue seal and elbow were required.

In early December 2011, an IPA engineer re-attended and diagnosed that a flue kit was needed. Mr C was charged an excess.

When an engineer returned to fit the flue kit on 20 December 2011, he identified that the flue seal and elbow which had been ordered originally were not in fact required. However, the engineer diagnosed that a number of additional parts – a burner, seals and an insulation pad – were needed. A further excess payment was required for these parts but it appears this was covered by IPA.

IPA fitted the burner, seals and insulation pad in early January 2012, restoring Mr C's boiler function.

Unhappy, Mr C complained to IPA, who refunded him £90 in respect of the unused flue seal and elbow. IPA also paid Mr C £90 compensation for the distress and inconvenience caused. As Mr C and Mr E remained dissatisfied, they brought a complaint to us.

Following our involvement, IPA revised its offer to Mr C and Mr E as set out below:

- to refund a total of £269.50 in respect of the unused flue seal and elbow, as well as one engineer's attendance charge;
- to pay them £100, being the alternative accommodation entitlement under his policy;
- to pay them £250 compensation for the distress and inconvenience caused.

Mr C and Mr E did not believe the revised offer was fair, so the matter was referred to me to review afresh.

## **my findings**

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

The policy states that IPA will pay up to £500 towards the cost of resolving a "home emergency", subject to the terms, conditions and exclusions. The policy defines a "home emergency" as:

*"A sudden event that was not expected by any of your family and which needs immediate action to:*

- *make the home safe or secure*
- *avoid damage or more damage to your home*
- *make your home fit to live in*
- *restore electricity, gas or water services to your home if they have totally failed"*

I understand IPA initially refused to send an engineer to Mr C's property, because it did not consider Mr C was experiencing a home emergency as defined by the policy. Mr C says his hot water was failing intermittently at that time and he continually had to reset the boiler in order to restore the supply.

Based on the information I have seen, I am not persuaded IPA acted unfairly or unreasonably by refusing to attend to Mr C's claim at that point. Mr C's heating and/or hot water had not totally failed when he first contacted IPA. I do not consider the circumstances of his claim met the policy definition of a home emergency.

However, Mr C subsequently experienced a total failure of his heating and hot water system and IPA promptly arranged for an attendance on 30 November 2011. It is not disputed that the parts ordered as a result of this attendance were unnecessary. Mr C should not therefore have been charged either a call out fee for this attendance, or for the cost of the parts. IPA has now offered to refund Mr C a total of £269.50 in respect of these costs, which I consider is reasonable.

Turning to the issue of distress and inconvenience, Mr C's policy does not guarantee that IPA will arrange for repairs to be carried out within any specific timescale. However, we would expect an insurer to take action to resolve a home emergency promptly and without excessive or undue delays.

Although a boiler breakdown in itself will inevitably involve a certain level of distress and inconvenience, Mr C in my view experienced avoidable delays as a result of unnecessary parts having been ordered. Further, I am satisfied the replacement burner, seals and insulation pad could have been ordered sooner.

I have considered IPA's submissions that delays inevitably arose as a result of the availability of parts over the Christmas and New Year period. Whilst I appreciate this may be the case, if the required parts had been ordered from the outset (30 November 2011), I consider it likely that Mr C's claim would have been resolved before Christmas.

IPA offered Mr C a payment of £100 towards alternative accommodation during the course of his claim even though he did not incur such costs. I appreciate Mr C was unhappy with the level of this payment, which is unlikely to have covered the potential cost of alternative accommodation for Mr C and his family for more than one night. However, £100 is the maximum amount payable by IPA in respect of alternative accommodation under the policy terms. IPA has confirmed that its offer of a £100 payment for alternative accommodation remains open.

I understand Mr C's wife gave birth while this claim was ongoing, and IPA was made aware of this at the time. Mr C has told us that he had to arrange for his wife and new born baby to stay elsewhere and that he slept in his car for at least one night. I have no doubt that Mr C suffered upset as a result of IPA's delays in this case.

I have also taken into account Mr C's comments about the engineer who attended on 7 December 2011, as well as to the lack of communication on the part of IPA during the course of this claim.

IPA has offered a payment of £250 compensation to Mr C for the distress and inconvenience suffered. I appreciate Mr C is seeking a higher award, but the level of compensation which this service awards for distress and inconvenience is generally modest. As we do not have a regulatory function, we have no power to punish or fine a business through our awards.

Having taken into account our published guidance on the payment of compensation for distress and inconvenience, as well as awards previously made by this service, I do not consider IPA's current offer to be unreasonable.

### **my final decision**

For the above reasons, my final decision is that I uphold this complaint in part. I require Inter Partner Assistance SA to pay Mr C and Mr E:

- £269.50 to refund the unnecessary parts and one attendance charge;
- £100 alternative accommodation benefit;
- £250 compensation for the distress and inconvenience caused.

For the avoidance of doubt, the above includes the refund of £90 and the compensation of £90, which Inter Partner Assistance SA has already paid to Mr C.

Nimish Patel  
**ombudsman**