

complaint

Mrs Q complains that Inter Partner Assistance S.A. gave her poor service under a home assistance policy.

background

Mrs Q's boiler broke down in cold weather. She complained about the service under IPA's policy.

The adjudicator did not recommend that the complaint should be upheld. He concluded that IPA had offered Mrs Q fair and reasonable compensation.

Mrs Q disagrees with the adjudicator's opinion. She says, in summary, that IPA left her family in danger.

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 (or its agents) has paid Mrs Q the following amounts:

compensation	£ 100.00
refund	£ 280.00
refund	£ 30.00
reimbursement for annual services	£ 450.48
compensation	£ 100.00
reimbursement of premiums	£ 841.33
8% interest on premiums	£ 236.52
Total	£2,038.33

Under the rules by which the Financial Ombudsman Service is bound, I can only consider this complaint against IPA insofar as it concerns its acts or omissions during the period of time for which it has been the insurer of Mrs Q's insurance policy.

I accept that IPA's engineers ought to have taken action over the incorrectly-fitted gas valve a long time before the boiler manufacturer finally put it right.

And I do not doubt that Mrs Q was upset by the thought of what might have happened to her family. But fortunately no-one was injured.

Mrs Q has not provided sufficient detail to persuade me that IPA's engineers caused unnecessary damage to her kitchen.

For a period of about three weeks in the winter, Mrs Q and her family suffered interruption of heating and hot water. And I accept that IPA's engineers did not always keep appointments – causing Mrs Q to waste time off work.

But – from its records – I accept that in late February the boiler fault was intermittent. So I find it likely that it took some time to diagnose and that Mrs Q was not always without heating or hot water.

I keep in mind the payments already made. Overall I do not conclude that it would be fair and reasonable to order IPA to make further redress to Mrs Q.

my final decision

For the reasons have explained, my final decision is that I do not uphold this complaint. I make no award against Inter Partner Assistance S.A.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs Q to accept or reject my decision before 25 April 2014.

Christopher Gilbert
ombudsman