

## **complaint**

Mr and Mrs P complain that Inter Partner Assistance S.A. gave poor service under their home emergency insurance.

## **background**

Mr and Mrs P called their insurer for help with their central heating boiler. They complained about the response.

Our investigator recommended that the complaint should be upheld in part. He thought that there had been problems with promised call backs and non-attendance by the engineer. The investigator recommended that the insurer should pay £150 for the trouble and inconvenience caused.

IPA agrees with the investigator's opinion.

Mr P disagrees. He says, in summary, that the insurer carried on coming out wasting his time and guessing what was wrong with the boiler. It left him with a dangerous boiler, he says.

## **my findings**

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

Mr and Mrs P's policy covered their boiler.

The policy provided a contribution if the boiler became beyond economic repair (BER). In the case of a boiler under six years old, the contribution would be £250. In the case of a boiler between six and ten years old the contribution would be £100.

But the policy didn't cover loss or damage caused by lack of servicing.

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

IPA has said that Mr P's boiler hadn't been serviced since he'd lived at the property. I think IPA must've got that information from Mr P. He hasn't said it's incorrect. He's said he'd lived there for two years. So I don't think anyone had regularly serviced the boiler.

From its records, I think IPA's engineers had visited Mr P in November 2016 and attended to some issues with the pressure of his boiler.

From what he's said, I think Mr P had further similar problems. But he didn't contact IPA again until March.

IPA sent an engineer who tried to solve the problem.

Mr P expected another visit on a day in late March and waited in. He was disappointed that the engineer couldn't attend. I accept that Mr P used some annual leave. But he hasn't given us enough detail to enable me to put a monetary value on that.

When an IPA engineer visited, he identified a damaged heat exchanger. He declined to help because of the lack of servicing.

The insurer has sent us a copy of the engineer's note including the following:

*"IF THIS HAD BEEN SERVICED THE OVER PRESSURISING WOULD HAVE BEEN PICKED UP"*

Mr P contacted another company. It said the boiler should no longer be used.

I've looked carefully at the two sheets completed by that company. I don't think there's enough technical evidence to show that the insurer's engineer had been wrong about the boiler.

Mr and Mrs P then got a new boiler.

The insurer said the old boiler was BER. But Mr and Mrs P haven't shown us that it had been less than ten years old. So I don't think it would be fair to order the insurer to contribute towards the cost of the new boiler.

But I'm not satisfied that the insurer had communicated with Mr and Mrs P as well as it ought to have done. And I've found that it kept Mr P waiting for a day in late March.

I can see from the correspondence that these shortcomings caused Mr P some upset and put him to some trouble.

Overall I find it fair and reasonable to order IPA to pay Mr and Mrs P (jointly) £150 for trouble and upset.

### **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 Mr and Mrs P (jointly) £150 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 5 October 2017.

Christopher Gilbert  
**ombudsman**