

complaint

Ms M complains about the delays in Inter Partner Assistance SA (IPA) repairing her boiler and that as a consequence her live-in tenant filed a court action.

background

Ms M contacted IPA on 29 October 2013 as her boiler had broken down. An engineer attended on 30 October 2013 and diagnosed what parts were needed.

The cost of parts was submitted to IPA on 31 October 2013. IPA disputed the cost of the parts and this was not resolved for some time.

IPA arranged for a second engineer to attend on 5 November 2013 and IPA authorised the repairs on 7 November 2013. It told Ms M it would take up to a week to receive the parts.

Ms M contacted IPA again on 19 November 2013 as she was still without heating and hot water. She also said that her tenant had filed a court action over the failure to repair the heating.

On 20 November 2013, Ms M said that she had been given the chance to resolve the matter outside of court and needed to replace the boiler.

Ms M complained to IPA about the delays and the legal costs caused as a result.

IPA apologised for the delays in resolving the claim and also provided a letter stating what delays it had caused in order to support her legal defence. However, it declined to cover the cost of her legal expenses. Due to the delays, IPA provided £889.91 towards the cost of the replacement boiler which was the remainder of the policy limit and £350.09 compensation.

Our adjudicator considered that the only reason that court action had been taken against Ms M was due IPA's failure to repair the boiler within a reasonable amount of time. He recommended that IPA reimburse the cost of the legal expenses that Ms M had incurred. He also recommended that IPA pay a further £150 compensation.

IPA did not accept our adjudicator's recommendations as it did not believe it was responsible for all of the delays and or that the only reason for the court injunction was the failure to repair the boiler. The case has therefore been passed to me for a final decision.

my findings

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

IPA has acknowledged that there were delays in resolving Ms M's claim but argue that some of these were caused when awaiting receipt of the parts, which is outside of its control. Having looked at the claim notes provided by IPA, I can see that there were delays when it disputed the cost of the repairs quoted by an engineer. Whilst it is not unreasonable for a business to seek to obtain the best value for the repairs, it is unreasonable to allow this to delay the resolution of the claim.

Whilst I can appreciate that IPA cannot control the delays that occurred whilst waiting for parts, it does have a responsibility to try and minimise delays. However, having reviewed the claim notes IPA has provided I cannot see that IPA took any major action to follow up the parts order. In fact the notes suggest that no actions were taken for nearly two weeks until Ms M told it that she needed to replace the boiler in order to resolve the court action.

In view of this, I am satisfied that IPA is responsible for some of the delays and it did not take sufficient action to try and mitigate them. Therefore, I am satisfied that an award of compensation is warranted.

Turning to the matter of the legal expenses incurred by Ms M as a result of the court action brought by her tenant, IPA has said that it does not believe this action was solely as a result of the delays in repairing the boiler. However, Ms M has provided copies of the court submissions submitted by her tenant and these clearly show that the only issue the court was being asked to consider was the failure to resolve the lack of heating and hot water.

Therefore, I am satisfied that the reason for the court action was the lack of heating and hot water and that this has been caused by IPA's management of the claim which resulted in delays.

my final decision

For the above reasons, my final decision is that I uphold this complaint. I require Inter Partner Assistance SA to:

- reimburse Ms M's reasonable legal costs plus 8% simple per annum from date of invoice to settlement.
- pay Ms M £150 compensation (in addition to the £350.09 already paid)

Under the rules of the Financial Ombudsman Service, I am required to ask Ms M to accept or reject my decision before 19 October 2015.

Christopher Tilson
ombudsman