

complaint

Mr U and his wife Mrs J complain that Inter Partner Assistance S.A. ("IPA") gave poor service under a home emergency insurance policy.

background

Mr U and Mrs J say they have small children living with them. And they say they bought a new central heating boiler at the end of 2014 for about £1,000.00.

Mr U and Mrs J had a joint bank account. They paid a monthly fee of about £15.00. The benefits included home emergency insurance subject to a limit of £250.00. That cover included breakdown of their boiler.

Although the insurance was branded with the name of the bank, IPA was the insurer responsible for dealing with claims. Where I refer to IPA or the insurer, I include engineers and others for whose actions I hold IPA responsible.

Mr U and Mrs J called for help with their boiler in August 2017 and again in November 2017. They complained that – on both occasions – IPA's engineers tried to sell them unnecessary parts. They say IPA quoted about £450.00 and asked them to pay the balance of £200.00 over the £250.00 policy limit. Instead they paid a plumber £100.00 on each occasion to adjust the boiler pressure. That fixed the boiler without any new parts, they say.

Our investigator didn't recommend that the complaint should be upheld. The investigator didn't think IPA had misdiagnosed the problems with the boiler or acted unfairly.

Mr U and Mrs J disagreed with the investigator's opinion. They asked for an ombudsman to review the complaint. They say, in summary, that their plumber fixed the boiler in November 2017 without replacing any parts. Since then, the boiler has been working perfectly and they haven't called for help from IPA.

my findings

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

The Financial Ombudsman Service deals with individual consumer complaints against insurers or other regulated financial firms. Where we find a firm has done something wrong we try to put it right for the consumer by directing the firm to take certain steps. Such steps are limited to the individual case. We cannot direct a firm to take steps to ensure that other consumers aren't subject to the same wrongdoing.

I've seen job sheet dated 22 August 2017 that shows that IPA's engineer said the boiler needed a new diverter cartridge. I've also seen a note as follows:

"OL of £199.50"

I think that note means that IPA had received a quotation that was almost £200.00 over the limit of £250.00. That's in line with the figure of £450.00 Mr U and Mrs J say they were quoted.

I have no reason to doubt their statement that they engaged their own plumber who fixed the boiler by re-pressurising it – without replacing any parts.

But it was only about eleven weeks later when Mr U and Mrs J's boiler needed further attention and they contacted IPA again.

I've seen job sheet dated 6 November 2017 that shows that IPA's engineer said the boiler needed a new PCB (printed circuit board). I have no reason to doubt Mr U and Mrs J's statement that IPA again quoted about £450.00.

I haven't seen any evidence that Mr U and Mrs J complained in November or December 2017. From later letters, I think Mr U and Mrs J sent a complaint letter on 21 January 2018.

I have no reason to doubt Mr U and Mrs J's statement that they followed up that letter and chased for a reply. And as they'd contacted the bank, I don't doubt that their calls had to be transferred to IPA. But under the Financial Conduct Authority rules, IPA had eight weeks to provide a final response. On 23 February 2018 IPA sent an acknowledgment.

In a letter dated 26 February 2018, Mr U and Mrs J referred to a previous letter and a telephone call in which the bank had asked for details of the costs of repairing the boiler. Mr U and Mrs J's letter included the following:

"Repair charges on 1st time: £ 100.00

Repair charges for the 2nd occasion: £ 100.00

Charges for carpenter to put back the boiler Cabinet cover: £50.00

Total Expenses: £250.00"

In response to a letter of complaint dated 21 January 2018, IPA sent a final response letter on 23 March 2018. That was a few days beyond the eight-week deadline. But I can't say that caused any significant delay for Mr U and Mrs J. They could've brought their complaint to us in late March 2018 but they didn't do so at that time.

In its final response, IPA apologised that Mr U and Mrs J had felt the need to complain. But it didn't uphold their complaint. It said IPA would review the complaint if they sent information from their plumber. I think it was appropriate for IPA to indicate that it would review its conclusion in the light of any such evidence.

From its file, I see Mr U and Mrs J were still chasing IPA in late April 2018. It was late June 2018 when Mr U and Mrs J brought their complaint to us.

They didn't provide any written information from their plumber until 16 November 2018 when they sent us two documents. I note that the name of the plumber and other details are handwritten on pages from a printed invoice pad. The invoice numbers are consecutive (49 and 50) although they are dated 24 August 2017 and 8 November 2017. And it appears that the entries showing the amount of money charged may have been covered over.

But Mr U and Mrs J have explained that the documents are not back-dated invoices but a written explanation about the nature of works carried out by their plumber. And I accept that

the documents say that their plumber had adjusted the boiler pressure and found no need for replacement parts.

But I don't think that's enough evidence to show that IPA was responsible for an inappropriate diagnosis in August or November 2017 – let alone an unreasonable attempt to overcharge Mr U and Mrs J.

Overall I don't find it fair and reasonable to direct IPA to pay Mr U and Mrs J any money or to do anything further in response to their complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Inter Partner Assistance S.A. to do anything further in response to Mr U and Mrs J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U and Mrs J to accept or reject my decision before 27 April 2019.

Christopher Gilbert
ombudsman