

## **complaint**

Mr and Mrs F complain that Inter Partner Assistance S.A. gave them poor service under a home emergency insurance policy.

## **background**

Mr and Mrs F have issues with their health and mobility. They have more than the usual need for hot water for washing. They called for help when their central heating boiler wasn't working properly. They complained about the response.

The adjudicator didn't recommend that the complaint should be upheld. The adjudicator thought that IPA had delivered a service Mr and Mrs F weren't entitled to under the policy.

Mrs F disagrees with the adjudicator's opinion. She says, in summary, that IPA caused her inconvenience and stress.

## **my findings**

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

Where I refer to IPA I include other parties for whose actions I hold IPA responsible.

On a Friday in the summer, Mrs F told IPA her boiler had been cutting out every few days. As Mrs F didn't say she was unable to re-start the boiler, IPA said that wasn't an emergency. As the terms of the policy do not cover a total breakdown, I can't say that IPA treated Mr and Mrs F unfairly.

I accept that it was difficult for Mr and Mrs F to keep re-starting the boiler. Mrs F called again on the Monday. From the call recording, I don't think IPA asked all the right questions before it agreed to send an engineer.

The engineer attended on the Tuesday. He turned the boiler off, saying it wasn't safe. And from that moment I don't think there's any doubt that Mr and Mrs F had a home emergency under the terms of the IPA policy.

The engineer saw Mr and Mrs F's difficult circumstances. He said IPA would contact them by that afternoon. But that didn't happen. IPA wanted evidence that the boiler had been serviced.

Although I haven't seen an itemized telephone bill, I accept Mrs F's recollection that IPA didn't return her calls or communicate with her properly. But IPA offered Mr and Mrs F alternative accommodation from the Wednesday to the Friday. They preferred to stay at home, which had been adapted for their needs.

It wasn't until the Thursday that IPA said the boiler needed repairs which would be only temporary and would cost more than double the policy limit of £500 - and Mr and Mrs F would have to pay the extra. I think this was in line with the policy terms, so I can't say this was unfair.

Mrs F also consulted another supplier. It quoted a different figure for repairs – also in excess of the £500 IPA policy limit.

In its final response, IPA said it would consider paying up to that policy limit for repairs carried out by the other supplier – if Mrs F sent in the invoice.

But in the end, she had decided to buy a new boiler from the other supplier. So I don't think it would be fair to order IPA to pay anything towards the cost of repairing the old boiler or buying the new one.

IPA has paid Mr and Mrs F £25. That's not very much. And I don't underestimate the particular difficulties for Mr and Mrs F of being without hot water. Nor do I underestimate the frustration of waiting for important telephone calls.

IPA only gave Mr and Mrs F bad news about their boiler. So they have no reason to value its service. But I think it's fair to give IPA some credit for incurring the cost of sending an engineer when the policy didn't oblige it to.

I've found that IPA gave a fair response – within four days - to the question of repairing the boiler. And it also offered alternative accommodation.

So – despite the shortcoming in its service - I don't think it would be fair and reasonable to order IPA to make any further redress to Mr and Mrs F.

### **my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Inter Partner Assistance S.A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs F to accept or reject my decision before 4 January 2016.

Christopher Gilbert  
**ombudsman**