

complaint

Mrs Q complains that she received poor service from Inter Partner Assistance SA (“IPA”) when she asked for a number of call-outs under her home emergency cover.

background

Mrs Q had home emergency cover as part of her home insurance. In December 2017, she phoned a number of times complaining about a lack of hot water in her home. Several agents came to fix the problem but weren’t able to do so. She says each had a different theory about the problem.

Mrs Q is particularly concerned about visits on 26 December and 29 December. On the first of these, she says the agent thought the boiler had a faulty diverter, which would need a more senior technician to fix. And on the second, the senior technician said there was no diverter and the only problem was with the mixer tap to the shower.

Two months later, having had further problems, Mrs Q decided to replace the boiler. But the new boiler stopped working after a week. She called IPA again and they arranged for an engineer’s visit. On seeing the new boiler, the engineer declined to touch it and recommended getting in touch with the installers.

Mrs Q complained to IPA. IPA didn’t uphold her complaint as they felt there wasn’t enough evidence that their agents had done anything wrong. They suggested she provide evidence from a gas safe engineer.

Mrs Q asked us to look into things. One of our investigators concluded that IPA had done everything required under Mrs Q’s policy. So she didn’t uphold the complaint. Mrs Q asked for an ombudsman’s decision and pointed out the contradictions in what the two engineers on 27 and 29 December had said. She said the first one had clearly felt there was a fault. But the second one had just blamed things on a mixer tap. This mixer tap wasn’t the problem, since it was now working perfectly with the new boiler.

my findings

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint. Having done so, I’m sorry to disappoint Mrs Q but I’m not going to uphold it. I’ll explain why below.

I know Mrs Q has some concerns regarding the competence of the agents who tried to fix her hot water problem. I can’t comment on whether they diagnosed the issue correctly. But I’m satisfied that IPA sent out an agent within a reasonable timescale and that the agents made reasonable efforts to rectify the problem. As our investigator said, it’s not unusual for a problem not to be readily diagnosable and fixable.

I’ve looked at the job sheets from the agents. I can see that on the visit on 26 December, the agent understood that there was an issue with hot water upstairs. It seems that there was some hot water, but not that much. He did some tests to try to work out the cause of this issue but couldn’t find the problem. So he said there would need to be a second visit from a more qualified technician.

On the 29 December visit, which I can see lasted quite a long time, the technician carried out further tests. He didn't get to the bottom of the problem. But following these tests, it was clear that Mrs Q was getting some hot water upstairs, but not as much as she wanted.

I think it's important to note that IPA was providing emergency cover. The policy defined an emergency as "*A sudden and unforeseen incident in your home which immediately exposes you or a third party to a risk to health or creates a risk of loss or damage to your home and/or any of your belongings or makes your home uninhabitable*". The policy also said:

What is covered?

Complete failure or breakdown of your primary heating/hot water system, resulting in no hot water and/or heating.

We will also cover you for:

- *A loss of water pressure within a boiler due to a fault;*
- *A water leak from the boiler/heating system.*
- *A water leak from the boiler/heating system.*

I don't think that the position in Mrs Q's home met this definition of an emergency. Nor do I think the problem was one that was covered, as she did have some hot water and there was no leak or pressure loss or risk to health. Given this, I wouldn't expect IPA to have done any more to sort out the problem.

Mrs Q was also unhappy with IPA's explanation about the 29 December visit. Their reply to her complaint said, "*As you had another bathing facility in the property, the repair to the mixer tap would not be covered under your policy*". She has pointed out that there is only one bath so this isn't accurate.

I think this is just a misunderstanding by the letter writer. Mrs Q says the technician told them that the water temperature from the bath was adequate. So she wasn't covered for any more work under the emergency policy. This is consistent with the technician's own notes. And I think it's in line with the terms of the policy above, as Mrs Q's family were clearly not in a position where there was no hot water at all. So whilst I can see that the comment added to Mrs Q's frustration, I don't think it means there was anything wrong with IPA's service at the time.

I've also considered the visit where the agent declined to repair the new boiler because he didn't want to invalidate the warranty. Mrs Q has said she doesn't understand why they came out if they weren't going to fix it. She said there was a conversation about the new boiler when she phoned IPA, so they knew about it in advance.

I can see that Mrs Q's policy doesn't cover any repairs covered by a warranty. So I don't think the agent did anything wrong in declining to fix it. It does seem to me that there may have been some poor communication regarding the visit. But I don't think it warrants any further action.

Overall, I'm not persuaded that IPA provided a poor service to Mrs Q. and I think IPA did everything that the policy required. So I'm not going to ask them to do anything more.

my final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Q to accept or reject my decision before 24 October 2018.

Louise Bardell
ombudsman