

The complaint

Ms M's complaint is about the service provided under a central heating insurance policy with Inter Partner Assistance SA ("IPA").

IPA is the underwriter of this policy, *i.e.* the insurer. Part of this complaint concerns the actions of the agents it uses to deal with claims on its behalf. As IPA has accepted it is accountable for the actions of the agent, in my decision, any reference to IPA includes the actions of the agents.

What happened

Ms M contacted IPA on 8 October 2023, as her boiler had stopped working and she had no heating or hot water. IPA agreed to send a contractor to look at Ms M's boiler but there was a delay in that attendance. The contractor says they tried to call Ms M three times on 9 October 2023 but got no answer, so they cancelled the job. Ms M says no one called her on 9 October 2023 and that she had to call IPA the next day to complain that no one had been in touch.

IPA arranged for another contractor to attend on 10 October 2023 and they said a new pump and some other parts were required. The contractor ordered the parts. The policy has a claim limit and as the parts were going to exceed that amount, Ms M was required to pay the balance.

Ms M says she not told at the time that parts were needed but agreed to make the payment. The contractors would not accept credit card payment, which was Ms M's preference. Ms M was concerned about doing a bank transfer and didn't have cash. It was therefore agreed that IPA would take payment by credit from Ms M, and pass the payment on to the contractors, in order for the work to proceed. I understand the repairs were carried out successfully after this.

However, Ms M is very unhappy with the way the claim was handled. Ms M has made a number of submissions in support of her complaint. I have considered everything she has said and have summarised her main points below:

- When she first reported the claim, she was assured she'd be called the same day within a few hours, instead she had to wait two days.
- IPA did not call her on 9 October 2023. The number provided by IPA is not hers. She provided her correct telephone number when she made the claim.
- She has called the number IPA says the contractors phoned and it belongs to a woman who told Ms M that she was not called by IPA on 9 October 2023.
- Whenever she called IPA she was passed from pillar to post over many days and each time she had to repeat her details; often they could not find her details and on one occasion was even accused of not having a policy with IPA.
- She was told nothing was wrong with the pump and then was asked to pay for a replacement pump, which was fraud. She has provided a recording of the discussion with the contractor while he was at her house and he did not mention the pump.
- Despite telling IPA this, she was put in the very uncomfortable position of having to

have the contractors back in her house even though she knew she was being scammed.

- As a result of IPA's errors she was left without heating and hot water for 10 days.

IPA acknowledged there was a delay in the initial attendance and offered £150, increased later to £200, compensation for this. IPA said that after this, the required repair was carried out appropriately and within a reasonable time; there was a delay while the payment was sorted out and in waiting for the parts but this was not due to any fault on its part.

Ms M remained very unhappy and referred her complaint to this service.

One of our Investigators looked into the matter. She did not recommend it be upheld, as she considered that the £200 compensation already offered was reasonable in the circumstances for the issues with the claim.

Ms M does not accept the investigator's assessment, so the matter has been passed to me. Ms M says the Investigator ignored her submissions and evidence and relied on disputed false evidence provided by IPA.

Ms M has also complained that the home insurance contents limit under her policy was reduced on renewal. I cannot address this issue as part of this decision, which is only about IPA's handling of the home emergency claim.

What I've decided – and why

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

Calls and appointment

I have listened to the call recordings provided. In the first call Ms M made to report the claim, her policy details were not immediately found. She was told her details would have to be manually transferred from an old system to a new system. Ms M was concerned about that but such administrative issues are not uncommon and I don't think IPA did anything wrong. The representative found her details and explained what she needed to do in order to log the claim and progress the matter for Ms M.

I note Ms M was also told she'd receive a call back in the next two to four hours, which didn't happen. She didn't hear anything further and had to call IPA again two days later.

I also note that Ms M had difficulties speaking to someone that could help her on 10 October 2023 and again her details and the original claim could not be found. I can appreciate this would have been frustrating, especially as she had been told she'd be contacted by the contractor on 8 October 2023.

I can also see that the phone number provided by IPA as being the one the contractors called on 9 October 2023 does not match Ms M's number. So it appears the contractor called the wrong number.

Ms M says she doubts they called any number at all, as she has spoken to the person with the number the contractors said they called and they told Ms M they had not received any calls from IPA or its contractors on 9 October 2023.

My role is to determine whether something has gone wrong and if it has, what if anything is required to put that right. In doing so, it is not necessary for me to determine how or why something has happened. I do not therefore think I need to make any finding as to whether those calls were made or not (although I note that there are logs of them) because even if the contractors didn't call, the impact is the same. The fact is that Ms M did not get a call back on 8 October 2023 and was not contacted on 9 October 2023. This meant a delay of a further day in anyone coming out to repair her boiler and some additional frustration to her. I will address what is required to put this right further below.

Boiler Pump

IPA's notes say Ms M was told by the contractor when at the property that parts, including a pump, were needed to be able to repair her boiler.

Ms M denies this and says she was not told by the contractor that a new pump was needed and only found out when she was asked to pay towards it, as the parts had exceeded the policy limit.

Ms M has provided a recording of her and the contractor talking at that first appointment. I have listened to this recording. It seems Ms M started recording after he had arrived, so it is not of the entire visit. The contractor can be heard carrying out diagnostic tests and talking to Ms M about how the boiler fault was displaying itself (the boiler was continuing to run, even when she had switched it off). He says he thinks it is a problem with the sensors and valves and these would need to be ordered as they come as a pack. I did not hear the contractor say the pump also needed to be replaced but I also did not hear him say that the pump did not need to be replaced and that it was fine. I am not persuaded that the absence of any mention of the pump in this recording means it did not need replacing. The contractor's notes of the attendance say the pump also needed replacing.

I also note that IPA's notes say Ms M called and queried whether the pump was needed and the contractor called her to discuss it and that after that call the parts were authorised.

I have not seen any convincing evidence that the pump did not need replacing or that it was unreasonable for IPA's engineers to have replaced the pump and I am not persuaded there is any evidence of fraud in relation to this.

Payment

Ms M says she was assured she would not need to pay in cash and during the first call, it was suggested that she'd be able to pay by credit card. However, the contractors did not have the facility to take credit card payment and asked for a bank transfer or cash instead. Ms M did not want to pay this way. I can see that when IPA was aware of the issue, IPA made enquiries with the contractor and then arranged for Ms M to pay it direct by credit card and it then passed this to the contractor. I think it acted reasonably here. Ms M is unhappy that they didn't agree to do this sooner but I do not think there was any unreasonable delay.

Claims-handling

Ms M is unhappy with the time taken to repair her boiler and with the handling of the claim.

Ms M says that as a direct result of errors caused by the insurers, she was left without heating and hot water 10 days. As set out above, I agree that there was an unnecessary delay of a day between Ms M reporting the claim on 8 October 2023 and the contractors attending on 10 October 2023. As Ms M was without a working boiler, this would have been difficult for her.

After that there was a delay in arranging the issues with the payment over the claim limit but I do not think that this was due to any wrongdoing on IPA's part. It tried to assist when it knew of the problem and arranged to take payment by credit card itself. I think it acted reasonably and within a reasonable time. There was then a wait for the parts to be obtained once they were ordered and then fitted. I have seen no persuasive evidence that there was any unnecessary or avoidable delay in this caused by IPA.

Ms M also says that whenever she called about the claim, she was passed "*from pillar to post*" and was repeatedly informed they couldn't find her details, policy or claim number and was even accused of calling the wrong company. I agree that such matters are annoying but it seems to me that each call-handler tried to assist Ms M and she was able to proceed with her matter.

Having considered everything provided to me, I consider the sum of £200 compensation already offered to Ms M by IPA is reasonable to reflect the trouble caused to her in this matter, including the delay in the initial appointment and problems on the phone.

My final decision

Inter Partner Assistance SA has already made an offer to pay Ms M £200 to settle the complaint and I think this offer is fair in all the circumstances. So my decision is that Inter Partner Assistance SA should pay Ms M £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 30 May 2024.

Harriet McCarthy
Ombudsman