

The complaint

Mrs L is unhappy about how Inter Partner Assistance SA (IPA) dealt with a claim under her home emergency policy.

Mrs L is represented on this case but, for ease, I will refer only to Mrs L.

What happened

Mrs L's family visited her in her home and found she had no heating or hot water. Her family carried out some checks and managed to get the boiler working. They then contacted IPA to ask it to check the boiler as it wasn't clear why the boiler had stopped working. IPA said that it wouldn't come out as the boiler was now working.

The next day, the boiler failed again and Mrs L's family found her wrapped in a blanket to keep warm. Mrs L's family gave her a plug-in heater and contacted IPA to look at the boiler. IPA sent an engineer the following day.

The engineer told Mrs L that he needed a part and would return the next day. He left the boiler switched off and told Mrs L that there might be a few drips from the tank. That afternoon, Mrs L's daughter visited and checked the boiler cupboard. She found that the entire area was soaking wet, as was the landing hallway carpet. She found a leak coming from the bottom of the boiler.

Mrs L's son, who is a plumber, came to examine the boiler. He found that the system hadn't been drained and the water supply hadn't been isolated, which meant water had leaked from the boiler. By the time the leak was stopped, the water had soaked through to the ceiling and walls below, damaging the kitchen and hallway, as well as damaging a carpet.

Mrs L complained to IPA. IPA said that when Mrs L first contacted them about the boiler, she told them that the boiler was losing pressure every two weeks. When the engineer attended, he found a leak and drained the system and advised that there might be some residual water left in the system. It said that the engineer removed as much water from the system as possible and that as the water pressure had been failing for a number of weeks, this suggested there had been an ongoing leak for some time.

Mrs L complained to this service. Our investigator upheld the complaint. He said he thought it was more likely that the damage was caused after the engineer visited and that IPA had provided little evidence to support its position. He said IPA should pay Mrs L's excesses, totalling £500, for having to deal with the damage under her home insurance policy and £100 for the distress and inconvenience caused.

As IPA did not agree, the complaint has been referred to me.

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.

It isn't in dispute that there was a leak from Mrs L's boiler. The issue is whether IPA caused the leak. IPA has said that as there were issues with the boiler losing pressure before it came out to look at it this means that it's more likely that the leak was an ongoing issue rather than as a result of its engineer's visit.

I've listened to the phone calls between IPA and various of Mrs L's family members. In the first phone call to IPA, when it declined to send an engineer as the boiler was working, a family member said that the boiler pressure had been dropping over a period of time and had to be topped up and that this was now getting more frequent. During the conversation, there is no mention of a leak, only that there is no heating or hot water.

I asked IPA a number of questions about this case, including whether it had any evidence that the engineer had isolated the water supply or recorded any concerns about an existing leak or wet carpets. IPA said it had no comment to make beyond what it had already said in its response to Mrs L.

I've thought about whether it was likely that there was an ongoing leak before the engineer visited. IPA said that the damage was a result of a long term leak. Given the amount of damage to Mrs L's home, I think there would have been clear signs of a leak over a period of time if that was the case. Mrs L's family had to top the boiler up a couple of times, so I think it is more likely than not that they would have seen evidence of a leak around the boiler when they did this, but they didn't notice anything. When a family member made the first phone call to IPA, there was also no mention of a leak. There is also no evidence that the engineer found a leak or raised any concerns with Mrs L about this. All he seems to have told her is that there might be some residual water in the system.

I've taken into account that there were already pressure problems with the boiler, but this still doesn't give me enough reason to think that there was an ongoing leak that no-one, including IPA's own engineer, seemed to notice before it caused significant damage to Mrs L's home. I've also no reason to doubt what Mrs L's son, who is a plumber, said about having to drain down the system to stop a significant leak after the engineer visited. So, in my view, I think it's more likely than not that there wasn't a leak before the engineer visited and that, instead, it was as a result of the engineer not properly draining the system. It therefore follows that I uphold this complaint.

Putting things right

I've thought about what IPA should do as a result. Mrs L has already made a claim through her home insurance policies to fix the damage. So, I think IPA should refund the £500 in excesses paid to fix the damage. I also think IPA should pay £100 compensation for the distress and inconvenience caused because of the level of disruption caused to Mrs L by the leak and to get the damage repaired.

My final decision

For the reasons I have given, it is my final decision that the complaint is upheld. I require Inter Partner Assistance SA to:

- Refund the £500 in insurance excesses Mrs L paid to fix the damage.
- Pay 8% simple interest on this from the date that the excesses were paid to the date that it refunds the money.
- If Inter Partner Assistance SA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs L how much it's taken off. It should

also give Mrs L a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

- Pay £100 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 20 November 2020.

Louise O'Sullivan
Ombudsman