

## **complaint**

Miss R complains about poor service by Inter Partner Assistance SA (“IPA”) under her central heating breakdown insurance policy, which was underwritten by IPA.

## **background**

IPA carried out some work on Miss R’s boiler at the beginning of December 2015. At the end of December, Miss R smelt gas. The organisation responsible for supplying gas and dealing with leaks, which I’ll call the “Gas Supplier”, attended, confirmed there was a leak, and disconnected the boiler.

IPA attended at the beginning of January. Its engineer checked the boiler, but said there was no leak. He reconnected the boiler. He checked a few days later with Miss R, and she confirmed everything was working satisfactorily.

In April 2016, Miss R again smelt gas. She called IPA. Its engineer missed a first appointment, but called a day later. He confirmed there was a leak and a new part was required. He shut off the boiler until this was available. But when he returned to fit this, and restarted the boiler, he found other parts had corroded and also needed to be replaced. This wasn’t completed until 12 May 2016. So Miss R was without hot water and heating for some 21 days.

Miss R complained to IPA that it hadn’t repaired the boiler properly in January 2016 when the gas leak was first reported, so that the leak had persisted until April 2016. IPA didn’t accept that a leak had been present from January until April. But it apologised for its engineer missing the first appointment in April 2016.

Our adjudicator recommended that this complaint should be upheld in part. He said that given the length of time between the end of December 2015 and April 2016, he couldn’t be sure that the later leak was a continuation of the leak reported earlier. So he couldn’t uphold that part of Miss R’s complaint.

However IPA didn’t complete the repairs until 12 May 2016, so that Miss R was without heating and hot water for some 21 days. And during this time it didn’t seem to have offered her temporary heaters as provided in her policy. It had also missed the first appointment on the day she reported smelling gas. He recommended that IPA pay Miss R £200 compensation for the distress and inconvenience its poor service caused her.

IPA accepted the adjudicator’s recommendation. However Miss R didn’t think the compensation was sufficient for the upset she had suffered. She also thought IPA’s engineer had been wrong to say there was no gas leak in January 2016 after the Gas Supplier had found a leak and disconnected the boiler. She still thought the April leak was a continuation of the earlier leak which IPA hadn’t properly cured.

Miss R produced confirmation from a neighbour that there had been a strong smell of gas outside Miss R’s house at the time the Gas Supplier attended in December 2016. The neighbour said the Gas Supplier checked her house too, but said there was no evidence of gas leakage there.

### **my findings**

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 clear what caused the events of December/January when the Gas Supplier found a gas leak, but IPA's engineer wasn't able to find a leak a few days later. As the adjudicator said, gas leakage is a serious matter. So I don't think IPA's engineer would have reconnected the boiler unless he had satisfied himself at the end of his visit that there wasn't a leak. I also note that he contacted Miss R a few days later to check that all seemed to be working properly, and she said it was.

It was more than three months before Miss R smelt gas again and contacted IPA. This time its engineer did find a leak from a faulty part. However given the time which had elapsed, during which there doesn't seem to have been any sign of a problem, I think it's unlikely that this was a continuation of an earlier fault which IPA's engineer failed to spot in January 2016. I also note that Miss R's boiler was some 12 years old. So I think it's more likely that the April fault was something that could have occurred at any time.

For these reasons I don't uphold Miss R's complaint that IPA failed to find and deal with a leak in January 2016, which then reappeared in April 2016. However, IPA missed the first appointment on the day Miss R called to report a smell of gas, and provided poor customer service in respect of the repairs that were required. IPA has agreed to pay Miss R compensation of £200 for the distress and inconvenience this caused her, and I think this is fair and reasonable in the circumstances.

### **my final decision**

For the reasons I have set out above, I uphold this complaint in part. I order Inter Partner Assistance SA to pay Miss R compensation of £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 21 December 2016.

Lennox Towers  
**ombudsman**