

## **complaint**

Mr M complains that when Inter Partner Assistance SA (“IPA”)’s engineer inspected his boiler to trace a leak, he caused damage to the boiler for which Mr M wants to be reimbursed.

## **background**

Mr M took out a home insurance policy with IPA in 2015. When his boiler leaked he called IPA. Mr M didn’t have any paperwork to show that he’d had the boiler regularly serviced, so IPA’s engineer sought authorisation to proceed with any work. Having been authorised to identify the fault, he found that the condensate collector seal was leaking. He also identified that the boiler had rust marks from ongoing leaks and water in the combustion area. It was eight years old and had never been serviced or maintained. The mains switch also became faulty when he was on site through wear and tear. He turned the boiler off as it was unsafe and placed a warning notice on it.

IPA contacted Mr M who said the boiler had never been serviced, but queried whether his policy required this. It said the problem identified by their engineer was something that would’ve been checked at a service. It advised Mr M that it was waiting for a full report from its engineer but recommended that Mr M get his own engineer to inspect it as IPA wouldn’t cover the cost if the fault was due to lack of maintenance.

Mr M employed an engineer to inspect his boiler. He identified that the flue collector was leaking and that the printed circuit board (PCB) was faulty. He too considered that the boiler was “at risk”. Mr M says his engineer told him that IPA’s engineer, in shutting down his boiler, caused the PCB inside the boiler to blow, and this now needed to be replaced at a cost of around £400. IPA says that on its engineer’s visit he noticed the harness for the PCB was water damaged, so it says the damage to the PCB wasn’t as a result of IPA’s engineer turning the boiler off. It told Mr M that if he provided proof from his engineer that its engineer caused the damage, his complaint would be reviewed.

Mr M wants IPA to reimburse him for the cost of a PCB. IPA doesn’t agree that by turning off the boiler, its engineer caused the PCB to fail, so is not upholding his complaint. So Mr M brought his complaint to this service.

Our adjudicator didn’t consider that Mr M’s engineer’s report made any reference to Mr M’s boiler having been damaged by anything that IPA’s engineer did. He was satisfied that the damage to the PCB was caused by the leak. So he didn’t think that it was appropriate to require IPA to do anything. The matter has now been referred to me to make a final decision.

## **my findings**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint. I’m not going to uphold Mr M’s complaint for the following reasons.

The information I have is that Mr M’s boiler was about eight years old and had not been regularly serviced or maintained. IPA’s engineer identified a leak from the condensate collector and reported signs of rust and water and a faulty main switch, so turned the boiler off. Mr M refers to the PCB being in a waterproof box. He says that IPA’s engineer removed

the cover in order to conduct diagnostic tests. He appears to suggest that this allowed water to get in and cause damage. But I haven't seen any evidence that this is what occurred.

In order to be fair to both parties, I have to make my decision based on verified information. I've considered the reports provided by both IPA's engineer and Mr M's engineer. Mr M's engineer's report doesn't say in what way the PCB was damaged or what might've caused the damage. So I don't think there's sufficient evidence for me to conclude that any damage to the PCB was caused by anything IPA's engineer did. IPA says it can't see how turning off the boiler would've damaged the PCB. I agree that, in the absence of further information, that seems an unlikely cause of any damage. The boiler was eight years old and hadn't been serviced or maintained and was leaking. I think it more likely that this was responsible for the PCB failing.

I therefore don't think that IPA is acting unfairly or unreasonably in not upholding Mr M's complaint.

**my final decision**

For the reasons given above, I don't uphold Mr M's complaint, and I don't require Inter Partner Assistance SA to do anything.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 18 July 2016.

Nigel Bremner  
**ombudsman**