

## **complaint**

Mr S complains that Inter Partner Assistance S.A. gave him poor service under a home assistance policy.

## **background**

Mr S lived in his house for a number of years. He then let it - through a property management company - to some tenants. During the winter, they reported a problem. Mr S or his management company called for help under an insurance policy underwritten by IPA. But its engineer said the problem was the layout of the central heating and hot water system – not the boiler. Mr S says he later paid for a new boiler. IPA offered Mr S £70. He complained that it should pay him £200.

The adjudicator did not recommend that the complaint should be upheld. He did not think that IPA should do any more than it had already.

Mr S disagrees with the adjudicator's opinion. He says, in summary, that there was a fault with the boiler and IPA agreed to pay a contribution of £200. Having lived in the house for eight years, neither he nor his previous insurer had raised any issue with the layout of the system, he says.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where I refer to IPA, I include its home assistance provider and other agents for whose actions I hold it responsible.

I accept Mr S's statement that he'd lived in the house for about eight years.

And I've no reason to doubt his statement that his previous insurer had replaced a pump without mentioning any fault with the layout of the system.

So Mr S was taken aback when IPA's engineer said there was a design issue with his central heating and hot water system. And he was unhappy that IPA charged a policy excess of £50 although its engineer did no remedial work.

But I've seen IPA's engineer's computer record as follows:

*"...COMPLAINED OF POOR HW FLOW RATE, FOUND HW HEADERTANK IS ONLY FITTED 0.5 METER ABOVE HW TAPS SO TOO SMALL HEAD OF WATER, ADVISED FAULT IS DUE TO SYSTEM DESIGN, SEEK ADVICE ABOUT POSSIBLE SYSTEM ALTERATIONS, NO FAULT WITH BLR"*

So there's evidence from IPA's engineer that there was no fault with the boiler.

IPA hasn't provided us with call recordings. But I don't think that anything it said on the telephone would change Mr S's rights under the policy.

For the sake of his tenants Mr S says he or his management company got another company to replace the boiler. But Mr S and his management company haven't provided any detail about what was wrong with the old boiler. So I don't think they've provided enough evidence to counter IPA's evidence that there was no fault with it. Therefore I see no basis on which the policy could oblige IPA to pay Mr S £200 towards the new one.

IPA acknowledged that its engineer had failed to call Mr S back. It paid £70 for this and including a refund of the excess.

Overall I don't think it would be fair and reasonable to order IPA to pay Mr S any more than that.

**my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Inter Partner Assistance S.A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 August 2015.

Christopher Gilbert  
**ombudsman**