

## **complaint**

Mr E has complained about Inter Partner Assistance SA. He isn't happy about the way a claim under his home emergency insurance was dealt with.

## **background**

Inter Partner repaired Mr E's boiler in February 2016. Its engineer replaced a valve on the boiler. But Mr E's tenant continued to have problems. Mr E reported this in June 2016 but it didn't re-attend as it said the problem wasn't classed as an emergency.

So Mr E had the boiler repaired himself. His engineer said that Inter Partner's engineer had replaced the incorrect valve. Inter Partner didn't accept this. It highlighted that the boiler was working between February and June and didn't believe it was responsible for the further problem.

Mr E remained unhappy and asked this service to look into things for him. Our adjudicator upheld his complaint. He accepted that Inter Partner's offer to pay £75 compensation for delay was fair but he also thought that it should pay Mr E's additional repair costs.

As Inter Partner didn't agree the matter has been passed to me for review.

## **my findings**

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

As Mr E has accepted Inter Partner's offer of compensation the only thing left to consider is whether it should also pay for his further boiler repair.

I think it should and I'll explain why.

The evidence before me clearly suggests that either the wrong valve was changed by Inter Partner's engineer when they first attended or that they should've changed all the valves. I say this as Mr E's engineer says that the problem was ongoing and most likely caused by the wrong valve being replaced. As Inter Partner wouldn't re-attend Mr E's property this is the only evidence available to me.

I'm sure that the ongoing boiler problem wasn't reported earlier because there was a tenant in the property. But I'm satisfied that there appears to have been an intermittent problem as outlined by Mr E since the time of the first attendance.

So I think that the fair and reasonable thing to do, in the circumstances of this case, is for Inter Partner to pay Mr E's further repair costs.

## **my final decision**

It follows, for the reasons given above, that I uphold this complaint. I require Inter Partner Assistance SA to pay Mr E's repair costs of £522. It should add 8% simple interest per year from the date Mr E paid the bill until the date of settlement. And pay the £75 compensation figure already agreed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 28 December 2016.

Colin Keegan  
**ombudsman**