

## **complaint**

Mrs R has complained about Inter Partner Assistance SA (IPA). She feels that it was responsible for causing a leak at her property after it was called out under home emergency policy.

## **background**

I considered this complaint and outlined my thoughts and the background to this case in my provisional decision as follows;

*Mrs R had a problem with her boiler and made a claim under her home emergency policy. IPA sent an engineer and it was agreed that Mrs R needed to get a new boiler. The engineer ensured that that Mrs R's front room fire was working and left the property.*

*The boiler was positioned behind the fireplace and Mrs R says she noticed a leak the following day and her husband found the stop-tap to the boiler and turned it off in order to stop the leak.*

*Mrs R complained to IPA and then this service as she thought IPA's engineer caused the leak and subsequent damage. We looked into things for Mrs R and our investigator upheld her complaint. She was of the view that IPA's engineer should've isolated the stop-tap and prevented the leak. So it should pay for the cost of repairing Mrs R's flooring that was damaged by the leak.*

*As IPA didn't agree the matter has been referred to me for review.*

## **my provisional findings**

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I think that the complaint should be partly upheld. I'd like to explain why.*

*I agree that this complaint hasn't been helped by IPA's responses to Mrs R's complaint which have been contradictory.*

*On the one hand it said that the boiler wasn't leaking (providing copy photographs of the boiler) saying this wasn't a consideration. But when Mrs R provided a copy of the work sheet completed by the engineer at the time of attendance it changed its position. It said that the engineer had considered the possibility of the boiler leaking and had offered Mrs R the option of draining down the boiler in order to prevent a further leak.*

*Mrs R disputes this. She said she fully accepted that her boiler was old and needed replacing and that the engineer did ensure her fire was working, but that the possibility of draining down the boiler wasn't discussed. Mrs R felt that the engineer was in a rush to get to his next job.*

*On balance, I'm satisfied that IPA's engineer could've done more to ensure that the leak had stopped and turned off the stop-tap to the boiler.*

*But I don't think that I can hold IPA responsible for all the damage that was caused. I say this as the engineer's work sheet from the time of attendance identifies that the boiler was*

*already leaking and that the heat exchanger had burst. So I think a lot of the damage would already have been caused.*

*As such, I think that the fair and reasonable thing to do is for IPA to make a contribution towards the repair and pay some compensation for the clear distress and inconvenience caused. At the moment I'm minded to award £500 by way of acknowledging its engineer's failing and the poor service it has provided in investigating this complaint and as a contribution to the cost of repair.*

### **replies**

Both sides responded to the provisional decision. But neither party had anything to add and accepted the decision.

### **my findings**

I've again considered all the available evidence and arguments afresh to decide what's fair and reasonable in the circumstances of this complaint. But as both sides have accepted the position outlined I see no reason to change my mind or comment further.

### **my final decision**

It follows, for the reasons given above, that I partly uphold this complaint. I require Inter Partner Assistance SA to pay Mrs R £500.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 5 August 2018.

Colin Keegan  
**ombudsman**