

## **complaint**

Mrs M complains about poor service she received from Inter Partner Assistance SA ("IPA") under her home emergency policy, after she told IPA that her central heating boiler was leaking.

## **background**

In June 2015, Mrs M phoned IPA to say that her boiler was leaking. IPA arranged for an engineer to attend. He told her a new pump was needed and he would have to order it. An engineer came the next day with a replacement pump. His notes say that when he removed the old pump, he found that the fault was caused not by a faulty pump, but by a build up of sludge in the system which had caused a blockage. This was excluded by Mrs M's policy, so IPA said it could not assist further under her policy.

Mrs M says that on the second visit, the engineer didn't tell her the fault was caused by sludge, and that he couldn't carry out any work. He told her there were some washers missing which he would need to order. He acknowledged that the boiler was now leaking more than before, but said he would come back and sort it out. She signed electronically on the engineer's machine, which she was told was just to book the next visit. She didn't see any notes on the screen about sludge having been found.

When Mrs M contacted IPA, she was unhappy to be told that it wouldn't assist further because the fault was caused by sludge. She said this wasn't what the engineer had told her, and her boiler was in worse condition than it had been in before. She was now without heating and hot water. She disputed that the problem was caused by sludge in the system. She asked IPA to send another engineer to give a second opinion. IPA refused. It said she should get her own engineer to attend. If he then submitted his report and invoice to IPA, it would consider whether to offer any reimbursement.

Mrs M arranged for a new boiler to be installed by her own engineer. He has since left his employer, and so she has been unable to produce any evidence from him, or from his employer, about the condition of the old boiler as he found it. She says that the photos which IPA's engineer produced of a boiler in poor condition were not of her boiler.

Our adjudicator recommended that this complaint should be upheld in part. He listened to the phone calls between Mrs M and IPA. He said that Mrs M consistently stated she wasn't told a powerflush was needed, and was instead told the engineer would come back to fix the boiler. He said it was possible that IPA's engineer had given different information to Mrs M and to IPA.

He didn't think Mrs M's request for IPA to send a different engineer to resolve what was causing the problem with the boiler was unreasonable in the circumstances, given her insistence on what she had been told. In one of the recorded calls, IPA had acknowledged to her that it should have done this.

It appeared that the cost of installing the new boiler was met by a grant without cost to Mrs M. However IPA's failure to send another engineer meant that there was a delay of some four weeks in Mrs M getting the problem fixed, and her having heating and hot water restored. She was not well at the time and had four children in the house, so this delay caused her further stress.

The adjudicator recommended that IPA should pay Mrs M £250 compensation for the trouble and upset its handling of her complaint had caused her. IPA accepted the adjudicator's recommendation, but Mrs M did not, and asked for her complaint to be considered by an ombudsman. So this complaint has been referred to me to issue 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.

The evidence of IPA's engineer, as contained in his notes, about what caused the breakdown, and Mrs M's recollection of what he told her, are completely contradictory. It is unfortunate that no evidence is available from the engineer who installed the new boiler about the condition of the old boiler as he found it. In these circumstances there is some doubt about what caused the breakdown. On balance, I don't think there is sufficient evidence for me to say definitely that IPA should have repaired the boiler under the policy.

Mrs M has been consistent in her belief in what she was told by IPA's engineer. In these circumstances, I think IPA should have agreed to send another engineer to put the cause of the breakdown beyond doubt. Its failure to do so prolonged the distress the breakdown caused Mrs M and her family, and it is right that IPA should compensate her for this poor handling of her complaint. I agree that £250 is the appropriate figure for this compensation in the circumstances.

### **my final decision**

My decision is that I uphold this complaint in part, and order Inter Partner Assistance SA to pay Mrs M compensation of £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 1 April 2016.

Lennox Towers  
**ombudsman**