



### **summary of complaint**

Mrs A complains about Inter Partner Assistance SA's ("IPA's") delays in carrying out repairs to her boiler and its failure to rectify an ongoing leak at her property.

### **background to complaint**

Mrs A holds a home emergency insurance policy, underwritten by IPA. All references to IPA include its claims-handling agents.

The policy held by Mrs A provides cover for plumbing and drainage, the electrical wiring system, internal gas supply pipes, water supply pipes, dripping taps, pests and security.

Mrs A does not hold a policy which covers her boiler or central heating system, or which provides for an annual service to be carried out. However, due to an error in IPA's records, it arranged for a service to be carried out on Mrs A's boiler in August 2011.

During the service, IPA's engineer identified that the boiler required a pressure release valve - there was a problem with dropping pressure in the boiler and Mrs A was having to top up the system with water periodically - but that Mrs A would need to remove a tiled panel to allow access first. There appears to have been some confusion about what Mrs A was told during this attendance.

Later in August 2011, Mrs A contacted IPA in order to chase an appointment and was informed that it would not replace the pressure release valve and this would need to be done at her own cost.

Unhappy, Mrs A complained. IPA wrote to her in October 2011, offering to pay her £40 compensation as a gesture of goodwill and confirming that a discount and refund had been applied to her policy.

However, it subsequently agreed to fit the pressure release valve, which was done in November 2011. During this attendance, the engineer also identified that an internal filling loop was required. However, when IPA re-attended shortly afterwards to fit the part, the engineer discovered that an external filling loop had already been fitted and the internal filling loop was no longer required.

IPA wrote to Mrs A in early December 2011, offering to pay her £120 compensation as a gesture of goodwill and also offering a refund of £320.62, being the premium she had paid for her policy.

The policy was cancelled in late December 2011, which Mrs A says was as a result of a bank error. Mrs A then brought her complaint to the attention of this service for consideration.

Mrs A subsequently provided us with evidence that another engineer attended at her property in February 2012 and identified that a leak was causing the problems with her boiler pressure. The engineer said he had been unable to find a leak on the system or boiler and it was possible that the leak was under the floor.

Following our involvement, IPA made a number of increased offers to Mrs A. The latest offer is:

- To pay £500 towards the cost of the repair of the leak – or if it costs more than this it will consider the additional costs on production of an invoice. This does not include the cost of restoring the property to its original condition once the leak has been repaired.
- Refund policy premiums totalling £320.62.
- Pay up to £130 for a boiler service, upon receipt of an invoice.
- Pay £570 compensation for the distress and inconvenience caused.

Mrs A remains unhappy with IPA's offer and says she does not wish to have any further contact with IPA going forward. Therefore, Mrs A wants IPA to offer her a set amount to cover the cost of repairing the leak and the cost of the boiler service.

### **my findings**

Mrs A did not hold an insurance policy with IPA which provides cover for her boiler. IPA carried out a service on Mrs A's boiler and fitted a part, which it appears it had no obligation to do under her contract of insurance.

However, IPA opted to continue with fitting the pressure release valve to Mrs A's boiler. IPA should therefore have completed this work without any undue or excessive delay. There were delays in fitting the pressure release valve from 12 August 2011 until 4 November 2011, and confusion surrounding appointment times from October 2011 onwards. Although I understand that Mrs A was not left without heating or hot water during this time, the delay will nonetheless have caused her some inconvenience.

The primary role of the Financial Ombudsman Service is to investigate complaints where a consumer has suffered a financial loss as a result of a business' error. We also have the power to award compensation if we consider a consumer has suffered distress and inconvenience. However we have no power to seek to punish or discipline a business through our awards.

The level of any compensation which we award for distress and inconvenience is therefore generally low and an award of £570 falls into the category of what this service considers to be *significant* compensation.

Furthermore, IPA has also offered to refund Mrs A the premiums she has paid for the policy.

Although another engineer has identified that the problem with Mrs A's boiler pressure has been caused by a leak, which is possibly under the floor, I have seen no evidence upon which I could safely conclude that this leak was present at the time of the annual service in August 2011.

Even if I were satisfied that the leak was present in August 2011 and should reasonably have been diagnosed by IPA, it had no obligation to resolve the leak at this time. IPA's engineer did not cause the leak and IPA's decision to continue with the fitting of a pressure

release valve does not mean that IPA has an ongoing responsibility to provide assistance with other problems Mrs A is experiencing with her boiler.

In any event, IPA has offered to pay £500 towards the cost of the repairs and to consider any costs in addition to this on submission of suitable evidence such as an invoice.

In my opinion, the offers made by IPA are fair and reasonable in all the circumstances of the case.

Mrs A does not wish to have any further contact with IPA. However, in the absence of an invoice outlining the costs involved in repairing the leak and an invoice for a boiler service, I cannot recommend that IPA should pay Mrs A any set amount, over the £500 it has offered for the repair.

Having taken all of the circumstances of this complaint into account, I consider that the offer IPA has already made is fair and reasonable in the circumstances.

### **my decision**

My final decision is that I uphold this complaint and endorse the offer Inter Partner Assistance SA has made in full and final settlement of this complaint, to pay Mrs A:

- The sum of £500 towards the cost of repairing the leak; if the repair costs more than this it will consider the additional costs on production of an invoice. (This does not include the cost of restoring the property to its original condition once the leak has been repaired.)
- Refund Mrs A policy premiums totalling £320.62.
- Pay Mrs A up to £130 for a boiler service, upon receipt of an invoice.
- Pay Mrs A £570 compensation for the distress and inconvenience caused by its handling of the matter.

Harriet McCarthy  
**ombudsman**