

The complaint

Mrs H complains that Inter Partner Assistance SA ('IPA') completed an inadequate repair to a mains pipe which caused a further leak and significant damage to her mother's home.

What happened

Mrs H had contents insurance policy with IPA which included home emergency cover for her mother's property. In May 2018, there was a leak from a mains pipe at the property, so Mrs H reported the leak to IPA. IPA then arranged for a third-party plumbing company to repair the pipe.

In mid-June 2018, there was a further leak on the previous repair, so Mrs H contacted IPA who sent the third-party plumber back to repair the leak for a second time.

In January 2019, Mrs H's mother had another issue, but this time it was with her boiler. So, Mrs H contacted IPA again, and they arranged for another third-party company to repair the boiler.

At the start of July 2019, there was a substantial leak from the mains pipe in Mrs H's mother's property. Mrs H tried to contact local plumbers - rather than IPA as she didn't trust them based on her previous experience - but no-one was available for several hours. As there wasn't a stop-cock in the property, she had no option but to contact the water board to use the shut-off valve in the pavement outside the property. After several hours, the water board engineer attended the property and was able to turn off the water.

The engineer repaired the pipe in Mrs H's property. He then completed his job sheet to confirm that the leak had been fixed and also noted that he felt that the fitting that had been used to repair the mains previously, hadn't been fitted correctly. He felt this is what had caused the water leak on this occasion.

Mrs H complained to IPA the next day. She explained that there had been a leak at her mother's property which had been repaired several times. But on this occasion the leak was so bad that they had to call out the water board as they were unable to shut it off in the property. She explained the water board engineer felt the repair by IPA hadn't been up to standard and had caused the leak - so she felt they were responsible for the damage and wanted them to cover the repair costs.

IPA didn't uphold the complaint. They said their plumbers that had attended the property most recently in January 2019, had only repaired parts on the boiler- not the mains - so they couldn't be responsible. They also said that the last time the mains had been repaired by themselves was in May 2018. IPA felt that a poor repair would have failed almost immediately, and as this was around 12 months ago, they felt the most likely cause was wear and tear or the age of the pipe - which they wouldn't be liable for.

Mrs H didn't agree so she asked this service to look into her complaint. She explained that she was still having to use de-humidifiers to dry the property out over a month later, and that she'd had to arrange for replacement of all the furniture and redecoration when she felt the

leak had been caused by poor repairs initially.

Our investigator didn't think the complaint should be upheld. He thought that based on the evidence he'd seen it was reasonable that a push-fit connection had been used in the original repair. He also didn't think there was enough conclusive evidence to say that this repair had been done incorrectly and caused the water leak.

I issued a provisional decision on 21 January 2021. I said the following:

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've decided to uphold the complaint and I'll explain why.

Poor initial repair

I recognise that IPA feel that if the repair had been done incorrectly by D in May 2018 that it would have failed sooner. But I'm not persuaded that's the case. I've seen that push fittings can be relied on for a significant period of time - provided they are fitted correctly. However, if not fitted correctly, they can become loose for example where there are changes in water pressure. I've also seen that IPA's plumbers have confirmed that some brands of push fit connectors "can hold up-to 10 bar (100psi), so should have held, as long as fitted correctly".

I've looked the job sheet which Mrs H received from the water board engineer who attended the property at the time which noted "push fit fitting should not be fitted on black polly pipe and the paint on the pipe had not been cleaned. The fitting had been pushed on over the paint". He also stated in his report notes that the push fit had 'blew off' the pipe. This implies that the push fitting hadn't been fitted correctly to the 'black polly pipe' when the repair had taken place. This is the most persuasive evidence in the circumstances because it was complied by an expert who attended at the time.

Mrs H has provided several videos of the leak which show the significant force that the water was leaving the 'black polly pipe'. They also show that the pipe does have some residue on it where the push fit was attached, and although I can't confirm that this is paint as the water board engineer has stated, I have seen that the pipe itself wasn't clean which I think could have affected the seal of the push fitting.

I recognise that IPA have said they discussed this with their network management team and that they feel if the repair had been completed incorrectly it would have failed sooner. However, I haven't seen anything that suggests they visited the property to inspect the pipe or arranged for an independent engineer to either look at it or provide a report to confirm this. This was despite Mrs H contacting them shortly after the incident had occurred. I also don't agree that the fitting would have failed before this point. Looking at all of the information and evidence that's been provided, I think that it's likely that the push fit connection into the pipe became loose over a period of time causing the leak and subsequent damage to the property.

I say this because, IPA's plumbers themselves have said that a push fit connection will only work if fitted correctly, and the water board engineer stated on his report that he didn't feel it had been - due to the paint that was on the pipe. If IPA were happy that the part they used for the repair was fit for purpose and should have withstood the mains water pressure - and I haven't seen any evidence showing the actual part was damaged - it seems likely that the failure here was due to human error. So, I'm persuaded that the original repair wasn't completed in the way that it should have been by IPA's plumbers.

Wear and tear

I acknowledge that IPA feel there could have been other causes of the leak such as the parts failing due to wear and tear, and that this would be excluded under their policy. However, I've looked at the job sheet from the plumber that repaired the leak at Mrs H's property on 27 May 2018 and I can see that they noted that the 'Existing Condition of Installation' was 'good'. I think it's likely that if there were signs of wear and tear or age to the existing pipework that the plumber would have noted this on the job sheet.

Looking at the photographs and video's I've been provided with, it also appears the only part that failed was the push-fit into the end of the pipe - which was fitted by D in May 2018. If the part did fail due to natural wear and tear as IPA have suggested, I don't think it's reasonable that their plumber completed a repair using parts which have lasted barely a year. Particularly as this repair came with a 12-month guarantee - which as per the policy document means it should have been 'a permanent repair'.

I also think it's reasonable that a regular person would expect that any repair which was completed on a 'permanent basis' would last more than 12 months. Looking at the case notes and job sheets, I've also seen that the last repair Mrs H had completed by IPA on the mains pipe was in mid-June 2018. This means that she complained to IPA just three weeks after the guarantee had expired. So, I don't think it's reasonable that IPA wouldn't accept liability on the basis the 12-month guarantee had just expired.

Putting things right

Based on all the evidence I've seen, I'm persuaded that the damage to Mrs H's property was caused by inadequate repairs which were completed by IPA's plumbers in May and June 2018. Mrs H has provided invoices and bank statements and confirmed that the total cost of repairs required was £3,134.41, including £1,000 for the cost of a replacement boiler.

Mrs H has explained that the boiler wouldn't start after it had been covered in gushing water for several hours, and I've seen the video which confirms this. However, I haven't seen any evidence or reports showing that the damage to the boiler was beyond economical repair and without this, I can't reasonably ask IPA to refund the cost of a new boiler.

However, I do think it's fair that IPA should refund Mrs H the remaining £2,134.41 which she paid to replace flooring, furniture and redecorate from the water damage - putting her back in the position she would have been before the issue with the pipe occurred.

Mrs H has told us that she was caused distress because her elderly mother lived in the property and it was uninhabitable, so she needed to get the issues resolved quickly which was difficult due to the extent of the damage. I acknowledge that it took her several months for the property to be returned to normal, causing Mrs H further upset. So, I think that given the circumstances of the complaint, IPA should pay Mrs H £200 for the trouble and upset caused.

I invited Mrs H and IPA to give me any more evidence and information they wanted me to consider before issuing my final decision. Mrs H provided written evidence from the plumber who replaced her boiler explaining that it was replaced because water had damaged it beyond economical repair. And asked that I consider this as part of my decision.

IPA didn't respond to say whether they accepted my provisional decision. I forwarded them a copy of the evidence from Mrs H and asked for their comments and response to this, but they didn't reply. They also didn't tell me they had anything more to add.

I issued my second provisional decision on 12 March 2021. I said that I was satisfied with

the evidence provided by Mrs H's plumber explaining why the boiler had needed to be replaced. I said that I hadn't received any correspondence from IPA about the evidence Mrs H had provided so I intended to ask IPA to refund the £1,000 she'd paid for the new boiler.

IPA didn't respond to the second provisional decision to say whether or not they accepted it. Mrs H asked why the compensation amount was so low and explained the effect the leak had had on her mother in her final few months which she didn't feel had been taken into account. She also felt it was unreasonable for the business to send an engineer who may not have been qualified and she remained unhappy with how IPA had dealt with her complaint.

What I've decided – and why

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've reached the same conclusion I did in my provisional decision.

Mrs H has explained in detail how devastating the effects of the leak were on her mother given her health conditions and having to move out of her property. I recognise this has been an extremely difficult time for Mrs H because of this, but the DISP rules only allow us to look at the impact on Mrs H as the eligible complainant, not her mother. I acknowledge this is likely to feel unfair as it was her mother's home, but this isn't within my remit and therefore isn't something I'm able to consider as part of the compensation award.

I also recognise Mrs H's frustration about IPA, the engineer they provided and how they dealt with her complaint and I acknowledge that she feels they are able to run their business in this way. But I'm only able to look at individual complaints rather than the overall effect a business has on consumers in general. As we aren't the regulator, we can't tell a business what processes they should follow or who they should use as contractors. However, if Mrs H wishes to take this further, she can contact the Financial Conduct Authority, although I need to make her aware, they don't respond to individual complaints.

I recognise that Mrs H feels strongly about this and I understand why she may feel the compensation amount was too low. But based on everything I've seen and the rules I must abide by, I feel that the £200 compensation for trouble and upset is fair given the circumstances of the complaint.

Putting things right

As I've reached the same conclusion as I did in my provisional decision, Inter Partner Assistance SA must do the following:

- Refund Mrs H the £2,134.41 she paid for repairs to the property;
- Refund Mrs H the £1,000 she paid for a replacement boiler;
- Pay Mrs H £200 compensation for the distress and inconvenience caused.

My final decision

My final decision is that I uphold this complaint. Inter Partner Assistance SA must follow the instructions I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 30 April 2021.

Jenny Lomax
Ombudsman