

The complaint

Mr S's complaint is about the handling of a claim under his home emergency insurance policy with Inter Partner Assistance SA ("IPA").

What happened

In June 2020, Mr S made a claim on his home emergency policy as his boiler wasn't working properly. IPA sent out an engineer on 15 June 2020. The engineer said that the boiler needed a new plate heat exchanger and expansion vessel. The engineer attended again on 18 June 2020 to fit the expansion vessel. He also tried to fit the plate heat exchanger but wasn't able to do so, as he said he needed to strip the bottom of the boiler out which would take a few more hours. The engineer said he'd come back to do this when he had more time. Mr S says he was assured he'd still have water and heating and left. However, when he checked after the engineer had left, he found that there was no water at all and the boiler wouldn't fire up. Mr S called the engineer back immediately and he returned and got the boiler working. Mr S says he told him that he had isolated the hot water but had restored the cold water supply. However, Mr S says although he now had cold water the heating was still not working but the engineer wouldn't answer his phone after that.

Mr S says the next morning he found the boiler had flooded the kitchen. Mr S shut the water off and called IPA. Mr S said even after shutting off the water, the boiler was still leaking from underneath. Another engineer attended and said that because there was a mixer tap for the sink, there might be some feedback into the boiler. He left some 'puppy pads' to soak up the water and told Mr S not to use the mixer tap. The engineer turned the water back on from the main supply and said there may be a bit of residue and left. Mr S says that within an hour there was another severe leak, with water coming from the front and sides of the boiler and water was gushing through onto the top and inside the kitchen units. He says he switched off the water again and cleaned up the mess again.

Mr S called IPA again; he had no water to use the toilet, wash, drink or cook. IPA offered alternative accommodation but Mr S said they would prefer to stay with family while waiting for the engineer to come back. The following day, when Mr S returned to the house, he says the kitchen had been flooded again. An engineer attended again five days later, on 24 June 2020. The engineer said it would be necessary to take the boiler off the wall and cut a pipe out, which would make the boiler beyond economic repair. The engineer capped some pipes and left without repairing the boiler.

Mr S contacted IPA again and said the boiler was still leaking and had flooded his kitchen again, causing damage to his kitchen worktop, cupboards and shelves, and some of the contents of the cupboards.

Mr S is very unhappy with the handling of the claim and says IPA has caused the additional problems with the boiler and it was not beyond repair until after IPA's engineers worked on it. Mr S arranged for an independent engineer to inspect the boiler and he has now had the boiler replaced. Mr S's engineer said the boiler hadn't been drained down during the repair and this meant water leaked from the open central heating pipes. The report concluded that IPA's engineer had caused damage to the boiler.

Mr S has made a number of points in support of his complaint, which I've summarized below:

- He and his family (wife and two children) couldn't stay in the house with no running water or heating so they had to break lockdown rules and stay with family members.
- The leaks meant water had got into the electrics and so he had to turn off the electricity as well as the mains water supply.
- The boiler continued leaking, even after he turned the water off.
- Because the boiler was leaking, water was continuously escaping via the overflow pipe, which had caused water damage to the wall and fence outside.
- His engineer said the leaks were due to the pipes not being capped off originally so it was not due to the mixer tap but was mains supply water. He re-routed some pipes and capped off all the hot water pipes.
- This was supposedly a simple repair but IPA caused considerable damage.
- He has had to make numerous calls about this, some lasting over 40 minutes; and some representatives have hung up on him.
- Now his kitchen worktop and shelving units need to be replaced; various kitchen appliances were water damaged; and electrics were left in a dangerous state.
- IPA removed the flue and cemented it back in badly, causing damage to the brickwork inside and outside the house.

Mr S has told us that the fence has now dried out and he has filled in the wall, but it is waiting to be painted. Mr S wants the cost of putting right the damage to his home and the cost of the new boiler.

IPA said the boiler was 15-20 years old and was beyond economic repair. It offered £250 towards a new boiler but said it could not repair it under the terms of the policy. IPA arranged for its own 'claims validation' contractor to inspect Mr S's boiler and kitchen. Following this IPA agreed that the engineer had caused some damage to Mr S's home but said it was not all the result of leaks from the boiler. IPA said some of the damage was normal wear and tear and some was due to the fact the boiler is above the sink and so it is an area that would get water damage anyway. IPA said that due to the age of the kitchen, it would pay 25% towards the repair of the kitchen, which it said amounted to £397.41. IPA also said the overflow pipe was positioned too near the wall, which is why it caused damage to the wall. IPA says it is not responsible for this. IPA offered a total of £300 compensation, £250 contribution towards the new boiler and £397.41 towards the damage to Mr S's property. It suggested Mr S make a home insurance claim for the other damage.

One of our investigators looked into the matter. He didn't agree it was reasonable to expect Mr S to claim under his home insurance for damage caused by IPA. He was satisfied Mr S had established, the leak was caused because of something IPA's engineers did and so IPA should put this right. The investigator said IPA should make a cash settlement of £3,205.71 (which is what its claims validation report had said the cost would be) in the absence of any other evidence about the cost of the kitchen repairs. He also recommended that IPA should pay what its report says the external repairs would cost (*i.e.* £278.63), as this would not have happened, if the boiler had not been leaking. The investigator wasn't satisfied there was enough evidence all the appliances and kitchen cupboard contents were unusable but he would reconsider this if Mr S was able to provide more evidence.

With regard to the boiler, the investigator concluded that, even if the boiler had not been damaged by IPA, the repairs required would have been more than the policy limit of £250; and there was a good chance it would not have been reparable. He was therefore satisfied the £250 contribution towards the new boiler is not unreasonable. The investigator also

thought IPA should pay an additional £100 compensation, in addition to the £300 already offered. The investigator therefore recommended a total payment to Mr S of £1,047.41

IPA did not accept the investigator's assessment. It made a number of points in response, which I've summarised below:

- Its engineer's report said the boiler had been leaking for some time when it first attended on 15 June 2020, and "*customer was advised to turn off supply to boiler to prevent further damage however this was refused*".
- The engineer did cause damage to another component while attempting to change a part. This part itself is still available but it doesn't change the fact that the bigger fault of needing a hole in the case to remove the faulty plate heat exchanger would render the boiler immediately dangerous and therefore capped off.
- The engineer's report states that the cold water was capped to the boiler and the boiler drained.
- The engineer also states that the proper 'at risk' process was followed and the boiler was isolated from the electrical supply.
- Its claims validation report does not draw conclusions only explains that the leak was caused by an escape of water.
- It offered 25% of the cost of the kitchen repairs, as a gesture of goodwill as it doesn't agree that all the damage was as result of its errors. The water damage inside the cupboards could not have been caused from one episode of water leaking, more likely it was caused by the proximity of the sink to the joints on the kitchen units.
- The damage to the wall and floor outside was a direct result of the failure of the expansion vessel and subsequent water leaking outside. This would be a normal consequence of this component failure. The 'damage' to the wall around the flue is a normal consequence of removing and refitting the flue to carry out required work.

As the investigator was unable to resolve the complaint, it has been passed to me.

In the meantime, Mr S told the investigator that the fence has now dried out and he has filled in the wall, it is just waiting for paint.

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.

Leaks

Mr S reported several leaks from his boiler over a period of well over a week. Mr S's engineer's report says:

"I found the boiler in a partly stripped condition with open pipes on the central heating system at the boiler. As the system had not been drained during the repair, open central heating pipes were the source of repeated leaks. Water was leaking under gravity pressure with enough force to fill the electronics box and other electrical parts in the boiler, causing damage to parts due to the mains power being left on at the boiler mains isolation. While trying to remove the pipes for the plate heat exchanger, the previous engineer had used a blowtorch, burning the main frame and the wall behind. Damage was also seen to the plastic condensate trap and melting the domestic hot water sensor connector. The pipe was also bent and damaged, preventing parts being able to be connected. The boiler still requires the original repair of a replacement heat exchanger."

IPA has said its engineer did isolate the boiler and drained it down but also said Mr S refused to let him isolate it. Mr S has said he asked that his heating and hot water be left on but if there was a risk of a leak, the engineer should have advised on this. And in any event, the boiler leaked several times after this first visit. IPA seems to accept that some of the leaks were due to errors on its part. Overall, I am satisfied the leaks happened as Mr S has stated and could have been avoided had IPA isolated the boiler properly.

Damage to kitchen

Although it has accepted it did cause some damage to the boiler and some of the leaks, IPA doesn't accept that this is the cause of all the damage to Mr S's kitchen.

IPA's validation report says the damage is "*consistent with being the result of damage caused by a volume of water*" and consists mainly of delamination of the corner base unit carcass. It said they can't say how the water leaks were caused and also noted that they couldn't see any water damage to the rear of the kitchen corner carcass which is immediately below the boiler (which it implies it would have expected) and also says it cannot rule out water flooding the worktops and penetrating around the sink unit to have caused the delamination. I take this to mean, it cannot rule out that the water damage was caused by splashing from the sink but also that the flooding from the boiler might also have entered the cupboard below by the edges of the sink. IPA says one incident of flooding could not have caused the damage inside the cupboards.

Of course it is difficult to be certain how the damage was caused. However, having considered all the available evidence, I consider it more likely than not it was caused by the leaks from the boiler. There was not just one incident of flooding, there were apparently three after IPA started working on the boiler; and the first that Mr S reported had apparently started during the night and was not noticed until the next morning, so the water would have been sitting for some time.

Mr S has provided several photographs which show water dripping from the boiler and a large volume of water pooled inside the cupboards. The photographs also show water damage to the front edge of the cupboard shelves. There is no corresponding damage visible at the back of the cupboards, as noted by the claims validators. However, I do not think this means the damage to the front can't have been caused by the boiler leaks. The report says it can't rule out water damage as a result of normal use of the sink but the report says no more than this. It does not say that this is the more likely cause of this damage. And although the first job sheet refers to the boiler having leaked prior to this claim, there is no suggestion that any such leak had come out of the boiler and caused damage to the kitchen.

Overall, I am satisfied that it is more likely than not the leaks from the boiler (from 15 June 2020 onwards) caused the damage to the kitchen. IPA's claims validators said the cost of putting this right would be £3,205.71. Mr S has not provided any evidence that the scope of works or this estimate is not reasonable. I therefore consider IPA should pay this amount to Mr S to arrange the repairs himself.

Replacement boiler

I agree with the investigator that, even if nothing had gone wrong, the policy wouldn't have covered a new boiler or the entire repair, as even if the boiler was repairable, the policy would only have covered repairs up to a cost of £250. Therefore Mr S would have had to pay towards the repairs, as they were estimated to exceed this limit. There is also a possibility that the boiler might have needed more repairs than initially assessed, given its age. Overall,

there is not enough evidence the new boiler was required solely or primarily because of IPA's errors. I therefore agree that the £250 contribution already offered is reasonable.

External damage

IPA initially said the damage to the wall was because the overflow pipe was too near the wall. However, it later accepted its engineer had taken out this flue and put it back in with some cement. The claims validators also said the external damage is consistent with a constant overflow from the boiler and that the brickwork was damaged whilst flue was being replaced. The work Mr S has said is required has been confirmed by IPA's claims validators and it says will cost £278.63. I agree IPA should pay this amount.

Service provided and delays

In addition to causing the leaks, which damaged Mr S's kitchen, there appear to have been several delays in attending. I've seen no explanation why there was a period of three days between the first two visits and then a further six day wait before the third visit. For much of this time, Mr S was without heating and hot water and for some periods, without any running water. He and his family had to move out at one point. There were a number of failings in the service provided and a seeming lack of urgency in properly resolving the problems with the boiler. This together with the trouble caused to Mr S in having to deal with the repeated leaks and damage to his kitchen, means that some compensation is appropriate, over and above putting right the damage caused. I consider that a total sum of £500 is appropriate (to include the £300 already offered).

My final decision

I uphold this complaint and require Inter Partner Assistance SA to do the following:

1. pay £250 towards the new boiler, if it hasn't already done so;
2. pay £3,205.71 for the cost of repairing the damage to the kitchen, less any payment already made in respect of these costs;
3. pay £278.63 for the repairs to the external wall; and
3. pay £500 compensation for the distress and inconvenience caused by the handling of the claim. (For the avoidance of doubt, this is to include the £300 IPA already offered. So if IPA has already paid this, it only needs to pay the balance of £200.)

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 August 2021.

Harriet McCarthy
Ombudsman