

The complaint

Mr G complains about the way Inter Partner Assistance SA (IPA) handled his claim under his home emergency insurance policy.

All references to IPA include agents acting on its behalf. Mr G is represented in this complaint by his daughter. His wife and son-in-law were also party to the events giving rise to this complaint. But, for ease, I'll refer to Mr G throughout.

What happened

Mr G has a glazing, locks, roof and pest insurance policy which is underwritten by IPA. He contacted IPA in October 2020 to report a wasp nest in his loft. An engineer arrived the next day and found a wasp nest above the water tank. They couldn't get into the loft because of the busy activity of the wasps so used a wasp destroyer to resolve the issue. A couple of weeks later, Mr G contacted IPA again to say the nest was still there and getting bigger. An engineer attended but couldn't see any signs of activity and said the nest was dead. Mr G contacted IPA again in early November to say the wasps were still active. The engineer who attended broke the nest apart and dusted it to control the activity.

In late January 2021 Mr G told IPA he had dead wasps coming out of his bath taps and the toilet. His water system was blocked, and two toilets and a shower weren't working properly. He said the engineer who last attended had knocked part of the wasp nest into the water tank. An engineer attended the next day and confirmed the nest had deteriorated. They said there were some wasps and nest debris in the water tank but couldn't confirm if the previous engineer had caused the nest to fall into the tank. Mr G complained and said he wanted IPA to reimburse him for the £518 he'd paid a third-party engineer to drain and clean out the water tank and system.

IPA said there was no evidence the engineer who attended in November 2020 had knocked the wasp nest into the water tank. It noted that Mr G hadn't reported the incident until two months afterwards even though he'd said wasps and debris had been coming through the system since November. IPA thought it more likely the debris from the nest and dead wasps would have happened more recently and was a result of Mr G not covering the water tank after the engineers left. It said his policy covered him for killing the wasps but not the removal of the nest. And it was Mr G's responsibility to cover the water tank whilst the nest was being destroyed. Mr G remained unhappy and brought his complaint to this service.

Our investigator thought it most likely the wasp nest debris got into the water tank after the engineer's visit in November. And as his policy only covered Mr G for the treatment of the nest and not its removal, he thought there was a responsibility on Mr G to have taken steps to minimise the impact of the deteriorating wasp nest at that stage. But he thought the engineer did cause part of the nest to fall into the water tank and asked IPA to pay Mr G £100 for the distress caused to Mr G by that incident.

IPA accepted the investigator's view, but Mr G didn't agree as he thought IPA should do more. In summary, his reasons were as follows:

- IPA had a duty of care to put adequate protection over the water tank whilst working.
- Given their knowledge the engineers should have known what was likely to happen.
- IPA's engineers weren't well-equipped for the job.
- He'd expressed concern about the uncovered water tank on each occasion IPA attended.
- He'd witnessed the engineer knocking part of the wasp nest into the water tank.
- He was 89 years old at the time of the incident and wasn't able to go into the loft himself.
- He hadn't contacted IPA until January 2021 because he thought the damage would be short lived and he'd respected IPA's messages that it was only dealing with emergencies at the time, due to the third Covid-19 lockdown.
- He believed the contamination of the water system started after the first visit and had gradually built up over the next few months until it became apparent in January 2021.

As Mr G didn't accept the investigator's view the complaint was passed to me to make a final decision. I came to a different conclusion from that reached by the investigator and so sent a provisional decision to Mr G and IPA to give them an opportunity to comment. IPA agreed to my decision while Mr G didn't reply. So, my findings and decision below are substantially the same as set out in my provisional decision.

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.

There's no dispute that wasps and wasp nest debris got into Mr G's water tank and thus into the water system. That eventually clogged up the system and Mr G had to pay £518 to a third-party engineer to clean it out. The question here is how and when the wasps got into the water tank and who should take responsibility for the consequences.

There are some discrepancies in the evidence I've seen. So, I've reached my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

Mr G's account of events is broadly consistent with the notes provided by the engineers who attended. But there are one or two inconsistencies. For example, the engineer reports say there was no wasp activity when they attended on the second occasion. While Mr G said the nest was still active after the first and second visits. And although the engineer's notes of the third visit make no mention of the nest being knocked into the water tank, Mr G said he witnessed that happening.

On balance, I'm more persuaded by Mr G's account of events. That account is consistent throughout, he's outlined his version of events in some detail and it's supported by the circumstances at the time. The notes from the engineers who visited the property are factual and provide less detail about what was said and done. So, I'm satisfied Mr G believed there was wasp activity after the first engineer attended and his decision to contact IPA again would support that. I'm also persuaded he told the engineers each time they attended that he was concerned about the wasps falling into the water tank. And that he saw the engineer knocking part of the wasp nest into the water tank when they attended in November 2020.

The terms and conditions of Mr G's insurance policy says that it covers him for the treatment or removal of a pest infestation involving wasps, bees, hornets nests or cockroaches where the infestation is within the home. The terms also say that the removal of the wasp nest once treated is not covered under the policy. So, what does this all mean for this complaint?

IPA are responsible for the treatment of Mr G's wasp nest and, in this case, that meant killing the wasps. His policy makes it clear he's not covered for the removal of the nest once treated. But I don't think there was ever a suggestion that the wasp nest would be removed. IPA's approach was to kill the wasps and let the wasp nest disintegrate. I've not seen any evidence to indicate the engineers were thinking of removing the nest from the loft. So, I don't think it was fair for IPA to use that part of his policy to justify its decision not to uphold Mr G's complaint.

IPA's approach to treating the wasp nest seems reasonable. I would imagine it would be difficult to remove a wasp nest once it's become inactive and waiting for it to disintegrate over time would seem to me to be a fair way to resolve the issue. But I also think it would be reasonable to expect IPA to take necessary precautions when treating the wasp nest using this approach. Mr G says he told each engineer who attended that the water tank wasn't fully covered and expressed concern about wasps getting in there. As such, I think IPA had a responsibility to protect that water tank before they started treating the wasp nest. The first engineer said he advised Mr G of the possibility that the nest would fall down over time as it would naturally disintegrate. But, on balance, I don't think that advice was sufficient, in light of the fact there was a possibility it would fall into the water tank and knowing that the water tank wasn't fully covered.

IPA said Mr G was responsible for covering the water tank once the nest was destroyed. But I haven't seen any evidence the engineer told Mr G he'd need to do that before they started to treat the wasps. And I think it's reasonable to have expected them to do that. Mr G was also 89 years of age at the time and so would have found it very difficult to get into the loft to cover the tank properly. So, I think that was an additional factor to consider. Taken together, I don't think IPA did enough to avoid wasps falling into the water tank.

IPA said there was no evidence the engineer who attended on the third occasion knocked part of the wasp nest into the water tank. But Mr G says he witnessed it and, as I've said above, I'm persuaded by his account. So, I think IPA need to take responsibility for the engineer's actions. And it's worth noting that this wouldn't have been a problem had IPA taken the necessary precautions to cover the water tank when they first attended.

IPA also said Mr G didn't tell them about the problem with his water system until January 2021. And thought this indicated the wasp nest had fallen into the tank more recently and most likely as part of the planned disintegration process rather than by the engineer knocking it in. But I think Mr G has given sound reasons for not approaching IPA sooner. He understood that engineers were only attending emergency situations during the third Covid lockdown and he didn't see his issue as being an emergency until the system started to clog up and his toilet and shower stopped working. But I think this is a moot point anyway. As I've said, I'm satisfied the engineer did knock part of the wasp nest into the water tank and also that the engineers should have taken precautions to cover the tank. So, IPA should take responsibility for those actions.

Putting things right

Mr G paid £518 for a third-party engineer to drain and clean out the water tank and water system. I've seen evidence of that payment and I'm satisfied that was a fair amount to pay for the work to be done. In light of my findings above, I think IPA should pay Mr G £518 to reimburse him for the amount he paid the third party.

I also think IPA should pay Mr G an amount for the trouble and upset caused by the issues I've outlined above. Had IPA taken reasonable precautions to cover the water tank when they first attended, wasps and wasp nest debris wouldn't have entered his water system and been present in his toilets and bathrooms. That must have been an unpleasant experience.

He also had to arrange for a third party to rectify matters when that shouldn't have been necessary. I think an amount of £200 would be a fair way for IPA to recognise this impact.

My final decision

For the reasons I've given above, I uphold Mr G's complaint and direct Inter Partner Assistance SA to pay him the following:

- £518 to reimburse him for the cost of draining and cleaning his water system. Plus 8% simple interest from the date he paid the third-party engineer to the date it makes payment¹.
- £200 for the trouble and upset caused by its poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 11 April 2022.

Richard Walker
Ombudsman

¹ If Inter Partner Assistance SA considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr G how much it's taken off. It should also give Mr G a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.