

The complaint

Miss C is unhappy with the way Inter Partner Assistance SA (IPA) dealt with a claim under her home emergency policy.

What happened

On 31 December 2021 Miss C contacted IPA to report a leak from her en-suite bathroom. Water was dripping through the ceiling to the downstairs bathroom causing the lights to flicker. IPA instructed engineers who attended the same day and found a leak from a waste pipe. Miss C was told that someone would attend to deal with the blockage.

A few days later Miss C chased IPA for progress. IPA say that they then tried to contact Miss C but without success. On 17 January 2022 Miss C telephoned IPA to report that her shower was still blocked. IPA instructed a different engineer who said there was no blockage but that a plumber needed to sort out poorly fitting pipework. Engineers attended again and advised that there was a blockage and that this would need to be sorted out before any repairs.

On 27 January 2022 another engineer attended to unblock the shower but said the shower needed to be removed first. Miss C removed the shower herself which also resulted in removing some of the tiling. A senior drainage engineer then attended and cleared the blockage from an external access point. He didn't think it had been necessary for the shower tray to be removed. The following day a plumber carried out a full leak survey and questioned why trace and access was advised and why poor workmanship had not been identified.

Once the blockage was resolved Miss C arranged for a plumber to attend and replace the shower and tiling. She paid £850 for the shower tray, £450 for retiling and £351 for tiles. She asked IPA to refund the full cost.

Miss C wasn't happy with the service she'd received and complained about the lack of communication, the length of time taken to resolve the leak, the number of visits she had from engineers, and that she was misled about the need for removal of the shower tray.

IPA accepted that one of their engineers told Miss C to remove the shower tray but said this was only advisory. As they didn't carry out the removal, they were not responsible for the full reinstatement works. They paid £350 towards replacing the shower tray. IPA agreed that their service was below standard and paid Miss C £300 compensation. Miss C wasn't happy with IPA's offer and referred her complaint to this service.

Our investigator said that as IPA had wrongly advised Miss C to remove the shower, that they should bear the cost of putting right the damage – and repairing the damage to the downstairs ceiling. He also thought that IPA's service had been poor and that it should pay a further £300 compensation on top of the £150 it had already offered, making a total of £450.

Miss C accepted our investigator's view. IPA offered Miss C a further £500 which Miss C didn't accept. IPA asked for the matter to be referred to an ombudsman. They didn't think they should be held solely responsible for the damage caused by removing the shower tray.

They said that if they had carried out the trace and access, they would have asked Miss C to sign a disclaimer saying that they wouldn't have been responsible for reinstatement works. They also said that a buildings insurance claim should have been made to deal with the damage to the ceiling, which was partly caused by the original leak.

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.

Shower

Having looked at all the notes and reports from the engineers, there was clearly some confusion about the leak and what was required to repair it. IPA accept that Miss C was advised by their engineer to remove the shower but say that this was reasonable to find the leak. They say that it was merely a suggestion and couldn't guarantee to solve the problem. However, the engineer's notes suggest that removal of the shower was required to enable the engineer to gain access to the wastepipe to clear the blockage, rather than to find the leak. It's also clear from the senior engineer's report that removal of the shower had been unnecessary. I therefore think that it was mistake for Miss C to have been advised that the shower needed removing.

IPA also say that if they had carried out removal of the shower, they would have asked Miss C to sign a disclaimer and they don't think she should be in a better position arranging the work herself. However, IPA didn't carry out the work – Miss C did this herself on their advice – and she wasn't advised that refitting costs would not be covered.

I think it's therefore reasonable for IPA to put Miss C back into the position she would have been in but for their mistake and I require them to pay Miss C the costs of refitting the shower, less the £350 if this has already been paid. They should also pay interest from the date Miss C made payment to the date that IPA pay the sum to her. I think interest is fair as Miss C has been without the use of this money.

Ceiling

IPA say that the cost of repairing the ceiling should be covered under Miss C's building insurance as Miss C reported a degree of damage when she first notified them of the leak. I've listened to Miss C's call to IPA and the only damage that is reported is a wet patch on the ceiling of her downstairs bathroom. Whilst I accept that some damage might have occurred initially, I think this was minimal and was made worse as the leak was not dealt with quickly. I don't therefore think it fair to expect Miss C to now make a claim on her buildings insurance as this is likely to impact the cost of any future home insurance.

I think it fair that IPA either repair the damage to the ceiling or pay Miss C the cost so she can arrange for the repairs herself.

Service

IPA accept that their service to Miss C fell below standard and offered compensation. I've read IPA's notes and reports of the work carried out by their engineers. There seems to be a lot of confusion from IPA staff and their engineers about what is and isn't covered under their home emergency policy. This resulted in poor communication with Miss C. She was given incorrect and conflicting advice about the leak and how it should be resolved and wasn't kept properly updated about progress.

Miss C found IPA difficult to contact and the problems with her claim went on for weeks with numerous home visits. She had a young baby and was extremely worried about the water dripping through the ceiling and the lights flickering. She was unable to use the upstairs shower as it was under repair or the downstairs bathroom because of the dripping water. She therefore drove to a family member's house to use their facilities. I accept that this must have been a very difficult time for Miss C and think that an award of £450 compensation fairly reflects Miss C's distress and inconvenience.

There has been some confusion about the amount of compensation IPA have offered. They've now confirmed that Miss C has been paid £300. Our investigator was under the impression that IPA had paid £150 and so awarded additional compensation of £300, making a total of £450. Taking all the above into account I agree with our investigator that a total of £450 is fair to reflect Miss C's distress and inconvenience – less any amount that has already been paid.

My final decision

My final decision is that I uphold this complaint and require Inter Partner Assistance SA to:

1. refund the cost of refitting the upstairs shower to Miss C upon production of evidence of the costs - less any sum already paid - plus interest at 8% from the date that Miss C made payment to the date that IPA make payment to her;
2. arrange for the repairs to the downstairs bathroom ceiling – or pay Miss C the cost of the repairs so that she can carry these out herself; and
3. pay Miss C a total of £450 compensation for distress and inconvenience – less any compensation already paid.

If Inter Partner Assistance SA consider that they're required by HM Revenue & Customs to deduct income tax from the interest, they should tell Miss C how much they've taken off. They should also give Miss C a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 16 January 2023.

Elizabeth Middleton
Ombudsman