

## **The complaint**

Mrs J complains Inter Partner Assistance SA (IPA) caused damage to her property, and failed to repair it, when it attended to deal with a water leak after she made a claim on her home emergency insurance policy.

There are several parties and representatives of IPA involved throughout the complaint but for the purposes of this complaint I'm only going to refer to IPA.

## **What happened**

Mrs J made a claim on her home emergency insurance policy on 19 November 2021 after she could hear water under the floor in the bathroom.

IPA's engineer attended the same day. Whilst tracing the source of the leak the IPA engineer removed the kickboard under her kitchen cupboards and a tile in the bathroom. The carpet to her living room was also pulled back.

The leak was confirmed to be in the bathroom, as Mrs J had reported. The carpet in the living room and the kickboard in the kitchen was not put back in place despite her asking for them to be put back.

IPA organised for an engineer to return the next day. However no one attended until 24 November 2021.

Mrs J said she has mobility issues and as the kickboard had been left sticking out she could have been injured. She had to get help from her husband's carer to put the carpet and the kickboard back. She said this caused her a lot of distress and upset.

Mrs J said damage was caused to the tiles in the bathroom. She also said there was damage to a cupboard door in the kitchen and the kickboard below. And that the carpet in her living room was taken up unnecessarily

IPA advised Mrs J to contact her home buildings and contents insurance to claim for the damage. It said her home emergency policy did not cover for any damage that may occur as a result of its engineers conducting trace and access to locate the leak.

Mrs J did not want to do this as said she did not want to pay the policy excess for an additional insurance claim as the damage caused was not her fault.

IPA said it was not responsible for the repair of the damage that was caused as a result of its engineers conducting the trace and access to locate the leak. It accepted that there were delays in its engineers attending Mrs J's home after she made the claim. It apologised for the delays in the second attendance and the lack of updates.

IPA initially offered Mrs J £150 for the trouble and upset caused due to the delay in the second attendance to attend to her leak. This was increased to £350 after it said it had taken into consideration its errors and the way she felt.

As Mrs J was not happy with IPA, she brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said Mrs J's policy did not cover for the damage caused whilst tracing and stopping the leak. They said the compensation offered for the inconvenience caused was increased from £150 to £350 after IPA considered she would need to make a further claim. And they felt this was reasonable.

As Mrs J is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

***In my provisional decision I said***

*I looked at the terms and conditions of the policy and it says;*

*"General exclusions that apply to the whole policy*

*11. Any damage incurred in gaining access to your appliance, boiler or main heating system; we will not cover any associated making good or redecoration.*

*12. Any damage to the fabric of the property and any contents, fixtures, fitting or other item of equipment, not directly causing the breakdown or home emergency"*

*The damage was caused by IPA's engineers when tracing and gaining access to the leak. And as Mrs J's policy does not cover damage caused in gaining access I think in this case IPA acted within the terms and conditions of the policy to decline to pay for the damage incurred in the bathroom. However in this case the carpet and the kitchen units were not linked to the leak damage so I have considered if IPA should pay for this damage.*

*I have accepted Mrs J's point that she told IPA when she made her claim that she had heard the water in the bathroom. And she directed the engineers to the bathroom. It seems logical that the bathroom should have been looked at first to try and trace the leak.*

*In this case Mrs J said the bathroom was looked at last. I think if the bathroom had been looked at first it is likely the leak would have been found. And there would have been no need to disturb the fitted units in the kitchen or lift the carpet in the living room. It doesn't appear to make any sense to me why the engineers did not do this.*

*Despite a number of requests to IPA to send the engineers reports so that I could understand the reason its engineers looked for the source of the leak under the kitchen and living room floors before the bathroom, this has not been forthcoming.*

*As I have had no explanation provided by IPA, I intend to require it to cover the costs to repair the kickboard and damaged unit doors in the kitchen, putting Mrs J back into the position she was in before IPA's engineers attended. The tile in the bathroom had to be removed to get to the leak and the living room carpet was not damaged, so I don't require IPA to do anything further on these two points.*

*I understand Mrs J's frustration that the damage was not caused by her and I am truly sorry that this has caused her so much distress and upset. I can assure her I've taken her complaint very seriously. I have seen that IPA have accepted that its service to Mrs J could have been better and it took this into consideration with its offer of compensation. I think the £350 paid is a fair and reasonable amount for the delay and the distress caused to her.*

*Therefore I intend to uphold her complaint and require IPA to also pay for the cost of the repairs to the damaged kitchen unit door and kickboard.*

## **Responses to my provisional decision**

Mrs J responded to say she was happy with the provisional decision and the comments made sense.

IPA did not respond.

## **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.

As Mrs J accepted my provisional decision and IPA did not make a response, I maintain my provisional decision. I uphold Mrs J's complaint and require IPA to pay for the cost of the repairs to the damaged kitchen unit door and kickboard in addition to the £350 compensation it has already paid.

## **My final decision**

For the reasons I have given I uphold this complaint.

I require Inter Partner Assistance SA to pay for the cost of the repairs to the damaged kitchen unit door and kickboard.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 13 January 2023.

Sally-Ann Harding  
**Ombudsman**