

The complaint

Mr and Mrs R have complained about the way Inter Partner Assistance SA dealt with a claim they made under their Home Assistance (HA) policy.

What happened

Mr and Mrs R reported water leaking from their roof into their home from two places just before Christmas in 2022.

They were unhappy with how long it was taking to arrange for a contractor to attend. Inter arranged for a contractor to visit a few days after Christmas. Temporary repairs works including scaffolding was approved by Inter and the contractor attended to carry out repairs on 11 January 2023.

On 9 January 2023 Mr R reported that the ceiling in the bathroom had collapsed from the weight of the water leak.

Mr and Mrs R complained to Inter. They were unhappy with the quality of temporary repairs carried out as they said the roof continued to leak. They believed the delay had led to the collapse of the bathroom ceiling and wanted Inter to meet the costs of repairs.

In August 2023 Inter upheld their complaint in part. It acknowledged there had been a small delay in arranging for the temporary repairs. But it didn't agree that the delay was what led to the additional damage. Inter said the majority of damage would have already been done due to a significant amount of water having already manifested itself by the time the leak was discovered. As the HA policy doesn't cover consequential damage caused by a leak, Inter didn't agree to pay any of these costs.

For the delay in arranging a contractor, Inter paid Mr and Mrs R £250 compensation for the distress and inconvenience caused.

Mr and Mrs R remained unhappy and asked us to look at their complaint. They want Inter to meet the costs they'd paid for repairs to the roof and bathroom ceiling. They wanted Inter to also meet the costs to repair the damaged bathtub and compensate them for their lost time and inconvenience in having to stay at a relative's due to not having a working accessible bathroom.

Our Investigator thought that the majority of the damage had already been caused and that on the balance of probabilities, the bathroom ceiling would have failed even if temporary repairs had been carried out sooner. But she found that Inter should have provided a more rapid response when Mr and Mrs R sought assistance. And that it was possible that the bathroom ceiling may not have failed until a later date. She took into account that Inter's policy doesn't provide cover for permanent repairs - and that Mr and Mrs R's roofing contractor had quoted for permanent necessary repairs. So she recommended Inter increase the compensation it paid for the distress and inconvenience caused from £250 to £500, so a further £250 compensation.

Mr and Mrs R didn't agree and want an ombudsman to decide. They said Inter has sent a payment to Mr and Mrs R to bring the total compensation it paid to £500.

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.

The Home Assistance policy provided by Inter says:

"This cover is suitable for someone who wishes to cover an emergency caused by specified events when they do not already have relevant insurance cover.

It is not designed to replace your buildings and contents insurance and will not provide assistance for normal day to day home maintenance."

Under the section; "What your policy covers" Inter says;

"We will only pay for the emergency repair.

We will not pay for any damage caused by the emergency."

Mr and Mrs R say that the initial leak in the bathroom ceiling was small. Because it wasn't addressed sooner, this led to the leak causing extended damage which they want Inter to cover. They've provided photos to support their view. They say the long term repairs wouldn't have been necessary had Inter attended sooner to stop the leak(s).

Since the Investigator's recommendation, Mr and Mrs R told us Inter had paid them compensation of £270. And that it has sent them a cheque for £230, so have paid a total of £500 compensation. As they do not agree this sum fairly reflects their losses and the distress and inconvenience caused, the case has been passed to me to decide.

I've looked at the photos provided and the quotes for repair works. The quotes are to remove tiles and existing material to replace and refit flashing and other protective water barriers around the chimney stack and sky light. Some quotes include cleaning of the roof and gutters, and repairs to the internal bathroom ceiling.

I can see that in March 2023 a roofing contractor appointed by Mr and Mrs R provided their comments on the temporary repairs carried out by the contractor in January 2023 and said that the temporary repairs were ineffective. They refer to what they believe is paint used over the leaks - and say they were not in the right area.

The contractor who carried out temporary repairs in January 2023 reported to Inter that there was a large crack to the bathroom ceiling when they visited on 27 December 2022 and provided photos in support. This was four days after Mr and Mrs R first reported the damage. So I think it's more likely than not that the majority of the damage which led to the bathroom ceiling collapsing had already been caused on 23 December 2022.

Inter's appointed contractor said they had applied bitumen to the areas they found a leak as a temporary repair. They advised that the roof was in a very poor state of repair.

I understand Mr and Mrs R wish to claim for losses in time spent off work and the inconvenience of not being able to use their bathroom. But from the photos and information provided, I think that on balance the majority of the damage had already been caused by the time Mr and Mrs R contacted Inter on 23 December 2022. And so while I think Inter is responsible for some delay, I cannot safely conclude that the delay led to the associated damage that occurred. And as the policy doesn't provide cover for consequential damage, I don't agree that Inter should meet the full costs of repairs.

Having to deal with any claim for damage to the home will cause inconvenience and some upheaval. Unfortunately this is inevitable. So it's reasonable to have to expect to spend some of our own time dealing with matters.

However, I think Inter should pay more compensation than it has - as the purpose of the policy is to provide prompt assistance and there was some delay. I can see Mr and Mrs R had to chase Inter for updates.

So I think Inter should pay a further award to bring the total compensation amount to £500, which I understand it has already paid.

My final decision

I'm sorry to disappoint Mr and Mrs R. My final decision is that I uphold this complaint in part. I require Inter Partner Assistance SA to pay Mr and Mrs R a further compensation sum to bring the total amount to £500 for its delay in providing assistance.

If it hasn't already done so, Inter should pay the compensation within 28 days of the date on which we tell it Mr and Mrs R accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 4 December 2023.

Geraldine Newbold
Ombudsman