

## **The complaint**

Ms H's complaint is about the handling of a claim under her home emergency insurance policy with Inter Partner Assistance SA ("IPA"), provided as part of a package of benefits by her bank.

## **What happened**

On 30 April 2022, Ms H made a claim under her policy with IPA as she had found a leak from her boiler. The boiler is situated on the first floor and IPA's notes say she reported the leak had come through the ceiling and staircase below. Ms H said that she had turned the water off at the mains to stop the leak but this meant she had no water in the house.

IPA attended on 1 May 2022 and said a part needed to be replaced. IPA isolated the boiler while it waited for a new part, which was fitted on 4 May 2022. However, a short time after IPA's contractor had left, Ms H came home to find the boiler leaking from the same place and says the property was flooded. Ms H says this caused damage to the floor, ceiling, walls electrics and furniture. She got her own engineer to isolate the boiler, to stop the leak. Ms H says the engineer told her the part had not been fitted correctly. She reported this to IPA and it went back out on 5 May 2022 and said the part it had fitted had failed. It replaced the part again the following day and I understand this resolved the problem.

IPA says it was a fault with the part and not the workmanship of its engineer that caused the part to fail. IPA also said that Ms H should make a claim under her household buildings and contents insurance for the damage. However, it said there had already been water damage to the property (and the leak may have been going on for a time before it was noticed) but that it accepted that it might have caused additional damage. IPA said if Ms H was able to provide evidence of the further damage and quotes it would consider this further.

IPA also offered £100 compensation for the inconvenience caused by having to wait for the original repair for three days and having to get her own engineer out when it failed.

Ms H was unhappy with this. She says IPA is responsible for significant damage to her home. She says the lounge ceiling (which is asbestos) needs to be replaced, among other things and IPA should pay to put it right. Ms H says she will incur an excess and increased premiums if she has to make a claim under her household insurance, which would be unfair. Ms H also says she had no running water at all and no heating or hot water, between 30 April to 4 May 2022.

Ms H made a complaint to this service in November 2022.

One of our Investigators looked into the matter. She thought IPA's offer to consider any quotes for the repairs needed that Ms H could provide and the offer of £100 compensation was fair and reasonable. Ms H provided a quote to IPA for the repair of the ceiling. However, IPA has not agreed to meet any costs and Ms H's home has not been repaired.

Ms H came back to us to ask us to look at the matter again. The Investigator considered the complaint again and said that IPA should pay the cost of the repairs Ms H's has claimed for

(ceiling, bed frame, lampshades, which were on coffee tables under the leak, and decorative work) and £250 compensation for the delay in dealing with the matter, including the impact on Ms H of the property still being damaged.

IPA does not accept the Investigator's assessment, so the matter has been passed to me. IPA said again that, while it may have caused some further damage, but the same repairs would have been needed anyway as a result of the first leak.

In the meantime, we asked Ms H for some further details of the damage she says occurred and quotes for the work needed, as well as a report from her contractor that she had previously referred to.

Ms H provided an email from her contractor that said when he attended on 4 May 2022, he found the leak coming from the bottom connection of the z pipe. *"The brass fitting and retaining clip had not been secured correctly to the part underneath and was leaking badly"*. She also provided a quote for decorating the lounge and said she is waiting for quotes for the reboarding and plastering the ceiling.

I issued a provisional decision on this matter in November 2023, the main part of which is copied below:

"Ms H's policy provides cover for any sudden and unexpected incident including where gas or water services have failed. Given that the policy covers failure of essential services, there is a reasonable expectation that repairs will be carried out as soon as possible.

Ms H was without heating or hot water or any water from 30 April 2022 and it took four days for IPA to attend. I think that was longer than should reasonably have been the case. I can see that IPA offered Ms H alternative accommodation but she declined this because she has a dog. I think it was reasonable to offer alternative accommodation but I do consider some compensation is warranted for this delay. I will address this further below.

IPA attended on 4 May 2022 but the repair failed almost immediately. Ms H's contractor said the part had not been installed correctly, which caused the further leak. IPA said the part was faulty, rather than a workmanship issue. I have not seen any ... [convincing] evidence the part was faulty. Given that the repair failed almost immediately after IPA's contractor turned the water back on and left, and in the absence of any convincing evidence the part was faulty, I think IPA did cause this second leak.

As a result, Ms H had to call out her own contractor to stop the leak. This should not have been necessary, so any costs she paid him for this visit should be reimbursed. IPA came out the next day and it was repaired properly. So altogether Ms H was without water, heating and hot water for five days and had to get her own contractor out and had to have an extra repair visit, which were unnecessary.

In addition, Ms H says that because IPA didn't install the required part properly on 4 May 2022, there was a further significant leak which flooded her property, which caused damage to the lounge ceiling, a bed and lampshades. She wants IPA to pay for the necessary repairs.

In order to be satisfied that IPA should pay towards any of the repairs, there needs to be some convincing evidence that the repairs are only needed because of IPA's error.

I have considered carefully everything that has been provided.

There is very little evidence about the extent of the first leak Ms H reported on the 30 April 2022. There are no photos for example from before IPA attended. However, it appears she reported this leak having found water coming through the lounge ceiling and into a staircase.

It seems to me that there would therefore inevitably have been some water damage caused to Ms H's home as a result of this leak. IPA is not responsible for any damage caused by the first leak (such damage is not covered under the policy and IPA did not cause it).

The second leak was from the same place but Ms H says this is what caused the damage to her property, such that the lounge ceiling needs to be replaced, decoration works are needed and a bed frame and lampshades were damaged.

Ms H has provided some photos following IPA's attendance, which show a large, long crack in the artex ceiling of her lounge and a crack on a wall. However, none of the photos clearly show water damage. For instance, there is no bowing or staining as far as I can tell.

Ms H has provided a quote for removing the ceiling but this states the contractor did not attend the property and there is no evidence that the ceiling needs to be removed because of water damage. And even if it does need to be removed because of water damage, there is no convincing evidence that this was damage caused solely or predominantly by the leak IPA caused.

Ms H says she is also waiting for some other quotes but I do not think these will help establish the cause of the repairs needed.

As stated, the second leak was from the same place as the first, so it's reasonable to assume it would have affected the same areas. In addition, I note that Ms H told the Investigator the leak IPA caused was apparently going on for only around 10 minutes (she said she had popped out to get some supplies and when she returned the house was flooded) when she found it. She called someone out immediately to stop the leak. I don't know exactly how long it was going on for but it seems to not have been left for very long.

It is difficult therefore, in the absence of any other evidence, to conclude that any damage to the property was only as a result of the second leak. The damage may have been made worse than it would otherwise have been but unless the removal and replacement of the ceiling and redecoration would not have been necessary at all but for the second leak, I do not consider I can require IPA to pay the cost of the repairs.

Ms H has provided a photo of a water mark on the divan bed frame and also says some lampshades were damaged. Again there is no evidence, other than what Ms H has said, that these were damaged solely as a result of IPA's actions. While I have no reason to doubt Ms H's word, I do require some further evidence to support this, given that there was already a leak that was significant enough to have come through the ceiling below. On the evidence currently available, I do not consider there is enough evidence to determine that IPA should pay for these items.

Having considered everything available to me, I am not persuaded that I can reasonably require IPA to meet the costs of the repairs to Ms H's property or the

damaged items.

However, I do think that some compensation is warranted for the time she was without water and the fact there was a further leak, which she had to resolve and another attendance by IPA to put that right. Overall, I consider the sum of £350 to be appropriate.

### **My provisional decision**

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

1. Reimburse cost of her own engineer who isolated the boiler on 4 May 2022, on production of suitable evidence of the payment, together with interest at 8% simple per annum, from the date Ms H paid this cost, to the date of reimbursement.
2. Pay £350 compensation for the distress and inconvenience caused by the handling of this claim."

### **Responses to my provisional decision**

I invited both parties to respond to my provisional decision with any further information or arguments they want considered.

IPA has confirmed it accepts my provisional decision and has not added anything further.

Ms H has also responded. She does not accept my provisional decision and has made some further comments. I have considered everything she has said but have summarised her comments below:

- The first leak began while she was at home, she was therefore able to stop it promptly. The water came from directly underneath the boiler and came through the ceiling above the staircase and passage below. She was *"happy to cover any redecoration costs to the affected area"*.
- The second leak, which was a result of incompetent workmanship by IPA, flooded her bedroom and was flowing through the lounge ceiling. If she had been home, the damage would not have been as great as it was. The water had sufficient time to flood a room and make its way through a ceiling, this evidences that the second leak caused the damage in the lounge. Her contractor also witnessed this.
- She was awake through the night of 4 May 2022, trying to control the escape of water in the lounge. She used three buckets and ten large towels to try and contain it.
- IPA also took several photos of the lounge ceiling showing it bowed, stained and heavily damaged.
- She has been caused a massive amount of distress and inconvenience by this, including time involved in obtaining quotes and confirming the presence of asbestos.
- IPA deliberately delayed communications and did not respond to her complaint within the specified timescales.
- She has lived with the damage for nearly two years, which is unacceptable and she wants her lounge restored to its *"former immaculate state"*.
- The compensation I proposed is not realistic or proportionate to the event.

### **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 stated in my provisional decision, in order to consider IPA responsible for any repair costs, there needs to be convincing evidence that the repairs are only needed because of IPA's error.

Ms H says the second leak affected a different area than the first leak and there was no damage to the lounge ceiling as a result of the first leak. It seems the leaks both came from the same location in the boiler: IPA replaced the z pipe as it was leaking and the second leak was because the new z pipe had not been connected properly.

As mentioned in my provisional decision there are no photos or reports of the extent of the damage caused by the first leak. Ms H says she would have paid for any redecoration costs caused by this. So it does suggest there was some damage caused. And again I note the water came through the ceiling, so it seems likely there was some damage as a result of the first leak. But, even if I accept the first leak did not affect the lounge ceiling, there is not enough evidence that the lounge ceiling needs to be replaced due to the error by IPA.

Ms H says that there were photos taken by IPA which showed the ceiling bowed, stained and heavily damaged. However, the only photos I have seen show a crack in the artex ceiling and a crack in the wall but no obvious water damage. I have not seen any photos showing water marks or the ceiling bowing. And there is only a quote for removal of the ceiling from a contractor that has not been to the property.

Ms H has not provided anything further that would establish the ceiling needs to be replaced due to water damage, or at all. In addition, even if there were evidence of water damage to the lounge ceiling, there is no convincing evidence that any such water damage was caused solely or predominantly by the leak IPA caused.

I therefore remain of the opinion that I cannot reasonably require IPA to pay for the replacement of the lounge ceiling and other repairs.

Ms H also says the bedroom was flooded by the second leak, which damaged her bed and some lampshades in the lounge were also damaged. No additional evidence has been provided to support that this was solely as a result of IPA's actions. I therefore remain of the opinion that there is not enough evidence to determine that IPA should pay for these items.

Ms H does not think the compensation I have proposed is sufficient to reflect the trouble caused to her. She says she was up all night containing the water leak and had to clean her sofa and towels. When considering the amount of compensation that would be appropriate I took account of the fact there was a further leak that Ms H had to resolve. I appreciate this would have required clearing up the leak as well. Having considered everything again, I still consider the £350 I provisionally proposed to be reasonable in the circumstances and in line with awards made in similar scenarios.

Ms H has also said that IPA deliberately delayed communications and did not respond to her complaints within specified timescales. I have not seen any evidence of any deliberate delays on IPA's part. There was a delay in its initial repair, which I have already addressed. IPA reattended Ms H's property the day after the second leak and rectified the problem. If there were delays in dealing with Ms H's complaint, I cannot address that, as complaint-handling is not an activity that we can consider in its own right. In any event, consumers have the right to refer the complaint to us within eight weeks of raising their complaint with a financial business, whether the business has responded to the complaint or not. I do not therefore consider I can take this point any further.

## **My final decision**

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

1. Reimburse Ms H the cost of her own engineer who isolated the boiler on 4 May 2022, on production of suitable evidence of the payment, together with interest at 8% simple per annum, from the date Ms H paid this cost, to the date of reimbursement.
2. Pay Ms H £350 compensation for the distress and inconvenience caused by the handling of this claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 5 January 2024.

Harriet McCarthy  
**Ombudsman**