

The complaint

Miss F complains that Inter Partner Assistance SA (“IPA”) caused damage to her home when completing repairs.

Miss F had home emergency cover underwritten by IPA as part of her bank account.

What happened

The background to this complaint is well-known to both parties. So I’ve set out a summary of what I think are the key events.

Miss F’s heating and hot water stopped working, so she claimed under her home emergency policy. The first engineer attended the following day and replaced the boiler system pump. The heating was restored.

Two weeks later, Miss F’s heating stopped working again. She contacted IPA and it sent another engineer. The second engineer replaced the boiler system pump again and the heating was restored.

Around a week later, Miss F saw water leaking from the ceiling below where the water tank was located. IPA sent another engineer, who said the shower pump had been installed incorrectly and crushed a pipe, causing the leak. Miss F understood that the previous engineers who had replaced the pump must’ve caused the damage and the third engineer stated this on his report. The engineer tightened the loose part and confirmed it was only a temporary fix.

Miss F contacted IPA to say that its engineers had caused the damage. When it looked at the work notes, IPA noted that the first two engineers had replaced the boiler system pump, whereas the leak was from the shower pump. IPA said it wasn’t responsible for the damage caused.

After another week passed, Miss F came home to find water pouring through the ceiling. She contacted IPA again and an engineer attended. The report stated that the leak was from the shower pump hose, which was isolated to stop the leak.

Miss F was unhappy with IPA’s response that it wasn’t responsible for the damage, so she complained. She said it had led her to believe she’d be reimbursed for the full pipework repair cost of £580, and she wanted it to pay her home insurance policy excess of £350 along with the repair cost of damage not covered under her home insurance policy.

IPA issued a final response to Miss F’s complaint. It provided the content of the work notes from each of the engineer’s visits, and pointed out that it had been two years since its plumber last attended Miss F’s home. IPA said its engineers hadn’t worked on the shower pump prior to the leak, so it didn’t think it was responsible for the damage. IPA told Miss F she’d need to claim for the damage caused by the leak under her home insurance policy. However, on reviewing Miss F’s policy, IPA noted that she was covered for the replacement pipework to the shower pump. Because Miss F had already had the repairs done. IPA

offered to pay £250, which was the full policy limit, towards the repair cost.

Miss F remained unhappy, so she brought her complaint to us.

One of our investigators looked into the complaint but he didn't think there was anything IPA needed to put right. He said the evidence showed that the engineers who attended prior to the first leak hadn't worked on the shower part of the system. For that reason he didn't think IPA had caused the leak. In respect of the second and more significant leak, our investigator said the engineer had confirmed the repair was temporary and that Miss F would need to arrange a permanent repair. Therefore, he didn't think IPA was responsible for the subsequent damage.

Miss F didn't agree. She said the heat pump and the shower pump and pipework were in the same cupboard, so IPA was incorrect to say they hadn't worked near the two parts of the system. Further, she said the engineer confirmed the previous engineers caused the damage, and she didn't think our investigator had taken all reports and photos into consideration. Our investigator confirmed that the reports had been provided and considered, but because Miss F remained unhappy, the complaint was passed to me to decide.

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.

Having done so, I've decided not to uphold Miss F's complaint for broadly the same reasons as our investigator.

The regulator's rules and principles say that firms must handle claims promptly and fairly. My role is to decide whether IPA responded to Miss F's claim in line with the policy and whether it treated her fairly in respect of the subsequent damage.

From the outset, it's important to point out that a home emergency policy is only intended to stop the emergency event from causing further damage and restore function where possible. It doesn't provide cover for a permanent repair. The policy sets out the detail of the contract between Miss F and IPA and the home emergency policy is described as:

Covers a sudden unexpected incident to your home which needs immediate action to:

- *make it safe or secure and avoid damage or more damage*
- *prevent any risk to your and/or your family's health*
- *make it fit to live in again*
- *restore electricity, gas or water services if they have totally failed*

Damage to pipework

Miss F said IPA's first two engineers caused damage which resulted in the leak from her shower pipework. IPA said it didn't work on the shower pump so it wasn't responsible for the damage.

I understand Miss F didn't think we'd taken all of the engineers' reports into consideration, but I'd like to reassure her that I've considered all of them.

I've looked at the engineers' reports, Miss F's account of events, and the photos provided. It's clear that IPA replaced a pump, but the notes and photos show that it was the boiler

pump. This is a separate pump to the shower. As the first two engineers were attending to restore heating, there'd be no reason for them to do anything with the shower pump or pipework.

Miss F said the two parts were close to each other and no one else went in the cupboard which housed them. I agree the two parts were in the same cupboard, but the job notes show that the engineers only worked on the heating system.

Looking at the third engineer's job notes, I see reference is made to the "*loose fitting on the shower pump which had also been badly installed, with the weight of the pump crushing one of the pipes. This has been due to a previous install by a company sent by the insurance company*".

The evidence shows that when the engineer reported this to IPA, he said it was what Miss F said rather than confirmation of the engineer's findings. I can see how Miss F might've reached this conclusion given that she knew IPA had replaced a pump on a previous visit and the third engineer said the pump was crushing the shower pipe. However, it has since been clarified that the engineers were referring to two different pumps.

Based on the evidence, I don't find that IPA completed the work which led to the pipework being crushed.

Leak

The third engineer effected a temporary repair and advised Miss F that she'd need to arrange a permanent repair. It appears that Miss F signed the job sheet which confirmed this, so I think it's more likely than not she was made aware. Therefore, when the leaked happened again and caused significant damage, I can only reasonably conclude that it was due to her not arranging a permanent repair.

IPA advised Miss F to claim under her home insurance, and I understand she did so. But she wanted IPA to pay for parts not covered by the home insurance, such as flooring beyond the door plate, and her policy excess.

As I've said, IPA's responsibility under the policy was to stop the leak, which it did. Once it had given Miss F advice to complete a permanent repair, it was her responsibility to do so. Therefore, I can't say that IPA caused the leak and, in turn, there's no reason for it to pay for any damage caused to Miss F's home or her policy excess.

Pipework repair

Miss F said IPA told her it would cover the pipework repair cost but only paid £250 towards her £580 bill. Miss F complained that IPA didn't say there would be a limit.

The evidence shows that IPA wrote to Miss F confirming it would cover the pipework repair cost up to the policy limit. The policy states:

This policy is to deal with 'home emergencies' needing immediate attention only and will cover costs up to a maximum of £250.

Miss F had a copy of her policy wording, so I'm satisfied that she ought to have been aware of the limit. I'm satisfied that IPA made payment towards the repair cost in line with the policy wording.

Conclusion

Overall, it seems that Miss F suffered a series of faults to her heating system and shower pipework, all of which IPA repaired to its limit of liability under the policy. The evidence persuades me that IPA didn't work on the shower pipes or pump before the leak, and it made Miss F aware that she needed to have a permanent repair done. Therefore, I see no reason to require IPA to pay any more than the limit set out in the policy, or for any costs not covered under her home insurance claim.

My final decision

For the reasons I've given, my final decision is that I don't uphold Miss F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 27 November 2024.

Debra Vaughan
Ombudsman