

The complaint

Mrs W has complained that Inter Partner Assistance SA (IPA) unfairly dealt with a claim under a home emergency policy.

What happened

Mrs W contacted IPA to send a roofer when water leaked through her bathroom ceiling. IPA sent a contractor. The cost of the repair was more than the £500 policy limit. So, IPA said Mrs W would need to pay towards the repair. Mrs W agreed to this and some broken roof tiles were replaced. Mrs W was told a permanent repair needed to be carried out and a date was arranged for this.

However, before the permanent repair could take place, Mrs W contacted IPA to say the bathroom ceiling was leaking again. The roofer said a permanent repair was required but that it wasn't possible to do this at that time. However, the roofer said he could carry out a temporary repair. Mrs W agreed to this and another repair was carried out. A few days later, Mrs W contacted IPA again because the leak continued. The roofer visited and carried out another temporary repair. The roofer then returned a few days later and carried out the permanent repair.

A few weeks later, Mrs W contacted IPA because the leak had returned. IPA contacted the roofer, but he was unable to revisit due to illness. So, IPA said Mrs W could arrange her own contractor and to submit her costs. Mrs W's roofer carried out a temporary repair, but said the roof needed a permanent repair, which would cost £1,680. He told Mrs W he was shocked at the quality of the previous repairs, which all needed redoing. He said this also led to further damage to the bathroom ceiling.

Mrs W complained to IPA. When IPA replied, it accepted the repairs hadn't been to the required standard. It said it would pay up to the £500 policy limit for Mrs W's roofer's permanent repairs. It said it wasn't responsible for the damage to the bathroom ceiling because this was already damaged before it first visited. It also offered £300 compensation.

Mrs W wasn't satisfied with this, so she brought her complaint to this Service. Our Investigator upheld the complaint. He said Mrs W had to pay her own money to put right IPA's roofer's errors. Mrs W had also paid £168 towards one of IPA's repairs. So, he said IPA should pay the full repair cost, refund the overpayment and pay interest on these amounts. Mrs W didn't seem to have requested the £120 for her roofer's temporary repair so he said if Mrs W submitted evidence of this, IPA should consider it. He said the £300 compensation IPA had offered for the issues with the claim was fair in the circumstances.

IPA replied and said it would be willing to pay up to the £500 policy limit, plus interest, it said it would also refund the overpayment Mrs W previously paid and the £300 compensation. It said this was because the issues weren't the result of poor workmanship but due to the adverse weather. Our Investigator replied and said IPA has already accepted its roofer's work was inadequate. So, he asked IPA to clarify its position. IPA didn't reply. So, the complaint was referred to me.

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 uphold this complaint. I will explain why.

When IPA responded to the complaint, it apologised that its roofer had used second hand tiles and that they were fitted using nails that caused further water ingress. I've also read Mrs W's roofer report and looked at his photos. The roofer said the wrong tiles had been used and the wrong type of nails and that silicone had been gunned into water channels. He also described the issues this caused to the roof. So, I think it's fair to say that IPA's roofer carried out a poor repair that required a range of work to fix it. I haven't seen evidence that the issues Mrs W's roofer found were weather related. So, I think IPA needs to pay Mrs W's costs to repair the issues caused by IPA's roofer, which was £1,680. IPA should also refund the overpayment Mrs W had to pay for IPA's roofer to carry out some of the work. IPA should pay interest on these amounts as Mrs W lost use of the money.

IPA had told Mrs W she could claim back the cost of her roofer carrying out the temporary repair. I understand this cost £120. I'm not aware of her claiming this back. So, I think IPA should consider Mrs W's request for this payment if she submits it.

Mrs W has also said IPA should pay the cost of the damage to her bathroom ceiling. When Mrs W first contacted IPA there was already damage to her bathroom ceiling. Even if this damage increased over time, I don't think I can fairly ask IPA to cover this cost because the ceiling was already damaged before IPA visited.

I've also thought about compensation. Mrs W was caused inconvenience by repeatedly having to ask IPA to carry out a repair. She then found that the repairs were to a poor standard. While the leak continued, Mrs W was also, understandably, concerned about her ceiling. IPA offered £300 compensation. In the circumstances, I think that was fair to reflect the impact on Mrs W and it's in line with what I would have required IPA to pay. So, I think it should pay this amount if it hasn't already done so.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Inter Partner Assistance SA to:

- Pay Mrs W £1,680 for the roof repair and refund the overpayment she made, subject to Mrs W providing suitable evidence of the payments.
- Pay 8% simple interest on the above two amounts from the date Mrs W made each payment to the date on which it is paid to her.
- Consider Mrs W's claim for the temporary repair her own roofer completed, subject to Mrs W providing suitable evidence of the costs.
- Pay Mrs W £300 compensation if this hasn't already been paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 30 December 2024.

Louise O'Sullivan
Ombudsman