

## **complaint**

Mrs S is unhappy with Inter Partner Assistance SA's handling of two claims made under her home emergency insurance policy.

## **background**

Mrs S made a claim for a leak in her roof and in relation to a fault with her boiler.

IPA came out and repaired the leak to the roof but Mrs S contacted it again to say the leak had recurred. She had noticed damp spots and mould in the bedrooms.

IPA came out again to investigate but concluded that the roof wasn't leaking but there was damp and condensation in the property as a result of wear and tear of the roof. This was in a different location from the original leak.

Mrs S doesn't accept this. She says that the roofline was tampered with when IPA carried out the initial repair and this has caused the damp. The repairers apparently replaced a broken tile, which caused the leak, with one from the edge. She also says that when the roofers came back they told her they replaced two broken tiles along the edge and apologised for not doing this sooner, so she is confused about the conflicting information.

A short time after the roof claim, Mrs S made a claim in relation to her boiler. IPA repaired the boiler but it took approximately 26 days for the repairs to be completed, as there was a further fault after the initial repair. Mrs S is unhappy with the time that she was without heating and hot water and says that this also contributed to the damp and condensation in her home.

She says she was eventually given some heaters by her local authority but these, and having to constantly boil kettles to wash up, resulted in higher than normal electricity bills. It all caused her and her family, including her disabled son, considerable distress and inconvenience. Mrs S says that IPA failed in its duty to her in not prioritising her family's need and right to a warm home.

Mrs S wants in excess of £5,000 compensation for this, which includes the cost she would have incurred if her entire family had stayed in a hotel for 26 days, phone calls, electricity, and compensation for the stress and discomfort they experienced.

IPA offered to pay the sum of £350 compensation for the inconvenience caused by the delays in completing the repairs to the boiler and another £50 for a delay in coming out to repair the roof. One of our adjudicators considered the complaint and concluded that IPA's offer was reasonable.

Mrs S didn't agree and so the matter has been referred to me.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs S' policy covers repairs required because of "a sudden, unexpected event which needs immediate action to:

- make your home safe and secure
- avoid damage prevent more damage to your home”

The first roof leak was reported as water entering through the ceiling. When IPA arrived on 4 November 2014, they found that there was no new leak. The roofers’ report says that they did replace two more broken tiles on the second visit but that, even though there had been rain the night before, the felt beneath these tiles was dry. Therefore this was not the cause of the damp in the bedroom below. The roofers did, however, say that a row of tiles around a metre long should be replaced. I understand that these aren’t damaged but it is possible they have slipped or are allowing damp to enter. IPA wouldn’t pay for these to be replaced, as it says these were not damaged as a result of a sudden event and it is effectively wear and tear and therefore not covered under the policy.

Given the report from the roofers, I’m not able to uphold Mrs S’ complaint about IPA’s handling of the roof claim. There is no independent evidence to support her suggestion that the roofers caused the damp by swapping tiles, or by ‘tampering’ with any other tiles.

IPA is only required to provide an emergency repair following a sudden and unexpected event. General maintenance of a roof would not be included in this. It’s therefore my opinion that the £50 offered as compensation for a delay in attending to the roof and for some confusing communication is reasonable.

In regard to the boiler, it took IPA 26 days to complete the repair. I agree with Mrs S that this is far longer than she should have waited and it should have been repairable within two or three days. A few days of this period were because Mrs S was required to pay around £64 towards the repair costs, as it went over the policy limit, but she didn’t have the funds to pay this immediately. Mrs S has, rightly in my view, said that she should not have had to wait for the boiler to be repaired until she had paid this. In her particular circumstances some alternative arrangement could reasonably have been offered or some advice given to her.

However, having said that I consider that the offer of £350 compensation in relation to this is appropriate and I can’t make an award of the level that Mrs S has asked for.

I have no doubt that being without heating for this long would have been inconvenient and caused considerable discomfort. It seems that Mrs S did have an electric shower and so had hot water for washing.

There is no independent evidence that the lack of heating for 26 days would have caused the damp and mould that Mrs S has described. While IPA should have offered Mrs S the £100 alternative accommodation benefit, it wouldn’t have had to pay for a hotel for the entire period. And it seems that Mrs S’ telephone bill included all calls.

In my opinion, the £350 is enough to take account of this benefit, the additional electricity bills detailed by Mrs S and compensation for the inconvenience and discomfort caused by this delay. It is in line with awards made in similar circumstances.

**my final decision**

I don't uphold this complaint against Inter Partner Assistance SA. If Mrs S wishes to accept the offer of compensation of £400, she should accept this decision by the date specified below.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 9 November 2015.

Harriet McCarthy  
**ombudsman**