

complaint

Mr B is unhappy with Inter Partner Assistance SA's ("IPA") handling of a claim under the home emergency section of his buildings insurance policy.

background

On 7 October 2016, Mr B noticed water was leaking from a pipe under his boiler, while he was having his kitchen replaced. He isolated the leak as much as possible and notified IPA. Mr B says the claim took too long to deal with, causing him additional inconvenience and loss.

Mr B says when he isolated the leak, there was no damage to the ceiling below but he wasn't able to stop the flow of water entirely and it wasn't repaired until three days later by his own plumber. By then much more significant damage had been caused because the water was continuously running into the ceiling void. His old kitchen had been removed and the installation of the new one had to be postponed while the insurance claims were dealt with.

The repairs to the damaged parts of the property were dealt with by the buildings insurer and I am considering a complaint about that separately. This decision addresses how IPA dealt with the home emergency claim, which was to stop the leak and repair the cause of the leak.

Mr B first reported the claim at 10pm on 7 October 2016 but IPA wasn't able to confirm he had cover. After calling his home insurer again and then calling IPA back it set up a claim but told Mr B he'd have to pay any costs if it turned out he wasn't covered. Mr B said, as he thought he'd been able to stop the leak, he told IPA to cancel the job as he didn't want to pay expensive contractors, if it turned out he wasn't covered and he'd wait until the morning to be able to confirm with the home insurer. However, the leak was still continuing.

The next morning, his home insurer was able to confirm he had home emergency cover as part of his policy and Mr B told IPA to go ahead with the claim. It was arranged that a gas engineer would come to fix the boiler; a plumber would come to fix the leak and an electrician would ensure the electrics were safe. IPA told Mr B the plumber would be at the house to stop the leak within three hours (at 11am).

By 2.15pm the plumber had not arrived and so Mr B called IPA and was told the plumber had cancelled the job, as they thought it was a boiler issue. IPA hadn't done anything in response to this. Mr B spoke to the plumber directly and they confirmed with IPA they could attend and said they'd come within three hours of then.

Mr B says he then had a voicemail left by the plumber at 5.40pm, to say they'd been to the property but no one was in. He says this is impossible, as he was in and they have dog that barks whenever anyone knocks at the door.

Mr B called the plumber back but they said they needed authority from IPA to come out again, so he phoned IPA. IPA arranged another visit with the plumber and said he'd be there within another three hours. I understand the plumber attended at 9pm and reconnected the burst pipe joint and turned the water supply back on.

The electrician attended at 10pm and replaced some damaged sockets and restored the electricity. However, when the boiler was started up, the pipe immediately burst again. Mr B therefore called IPA to arrange for the plumber to come back out. The plumber came back at 11pm and apparently initially wanted to cut the mains supply off but Mr B objected, as he'd be without water for drinking and washing (he was already without heating). He then he said could repair the pipe again on the condition the boiler wasn't used. He did this and water supply was restored.

Mr B then chased IPA about the boiler repair. It told him it wouldn't be able to get anyone out until 10 October or maybe later so it agreed to Mr B getting his own boiler engineer. He told Mr B the boiler was faulty but also that the pipe repair was poor – a plastic pipe had been used too close to the boiler and a reinforcing ring hadn't been put on, which is probably why it burst again.

IPA accepted that there was a delay in the leak being dealt with and offered £150 for the inconvenience this caused. I understand it also reimbursed £150 for Mr B having to pay his own plumber to fix the pipe again.

One of our investigators looked into the matter and concluded that the offer by IPA of £300 in total was reasonable to reflect the confusing information he was told about whether he did or didn't have cover when he first phoned IPA, the delay in the plumber attending his property and the inadequate repair that was done; and to reimburse Mr B for the cost he had to bear in hiring his own plumber.

Mr B doesn't accept that investigator's assessment. He has made a number of points in his original complaint and in response to the assessment, which include the following:

- additional inconvenience was caused by the number of unrelated companies to do the work needed, which led to delays. He had to deal with seven different organisations altogether.
- He had had the kitchen removed (ready for a new kitchen to be installed) at the time of the leak. The new one was delivered the day after the leak and was due to be fitted the following week but it had to be postponed. As a result he was without a kitchen for two months and the house was dusty and damp throughout.
- The delay in fixing the leak, meant there was much more damage caused and therefore more extensive repairs needed than if IPA had attended promptly.
- He'd isolated the leak (as much as he could) within about one minute of it happening and there was no damage to the ceiling at that point but as an effective repair wasn't done until day three and by his own plumber the damage and resultant repairs were greater than otherwise would have been the case.
- Therefore the amount offered isn't reasonable given the distress and inconvenience caused by its failings.

As the matter hasn't been resolved, it has been passed 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.

I can see that the early stages of this claim were a frustrating ordeal for Mr B. IPA was unable to confirm if he had cover, which seems to me to be something entirely within its control. It should be able to confirm to customers who call 'out-of-hours' whether they have cover, given the nature of the cover provided – ie home emergency cover.

The following day there was further confusion, when the plumber cancelled the job but IPA didn't contact Mr B or reinstate it. He then had to chase for another attendance and then the repair wasn't completed properly. I can understand this was stressful and largely avoidable. I agree that some compensation is warranted for this. However, I agree that the £150 already offered is appropriate and in line with awards I've made for similar matters.

Mr B says that more extensive damage was done to his property as a result. However, there isn't any persuasive evidence to support this or to confirm that the resultant home repairs took longer due to IPA's handling of the home emergency claim. Mr B thought the leak had stopped and that's why he told IPA to cancel the job on the evening of 7 October 2016. Therefore it wouldn't have had to attend that night, even if it had been able to confirm cover. It was 10pm when he reported the claim. It would have been entitled to attend the next day, even if it had been able to confirm his cover.

So while some more water leaked into the ceiling void following the initial reporting of the claim, I can't say this is entirely due to IPA.

More water leaked when the pipe burst again, when the boiler was turned on but there's no convincing evidence that the home insurance claim wouldn't have been required anyway and that the claim would have been significantly less involved, if this hadn't happened.

IPA has also offered £150 for the cost of his own plumber although I've not seen any evidence he had to pay him and how much. Mr B hasn't suggested this isn't enough. Overall, I think the £300 it has offered is fair and reasonable in all the circumstances.

I understand IPA has sent Mr B cheques for the amounts offered already but if he no longer has these, or they can't be presented, he should contact IPA to arrange for new cheques to be issued.

my final decision

I don't uphold this complaint against Inter Partner Assistance SA, as I consider it has already made a reasonable offer of settlement. If Mr B wants to now accept that offer, he should confirm acceptance of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 4 December 2017.

Harriet McCarthy
ombudsman