

## **complaint**

Mr K complains that Inter Partner Assistance SA (IPA) damaged his kitchen worktop when repairing his boiler under his home emergency policy.

Mr K is represented by his son on this complaint, who I shall call Mr M. For ease I will refer to Mr M throughout the decision.

## **background**

Mr M's boiler broke down so he contacted his home emergency provider to fix the problem. While they were fixing the boiler Mr M said the workman damaged his kitchen worktop. He said they caused a leak which resulted in water damage and they also gouged a part of the worktop. Mr M was also unhappy with the length of time taken to repair the boiler and the customer service received.

IPA initially apologised for the service received and paid Mr M £200 compensation for the delays in repairing the boiler. However IPA didn't agree the damage had been caused by them. Mr M provided videos and photos taken during the time the workmen were there which showed it was likely the damage was caused by IPA. After reviewing the video and photos IPA agreed it was likely they caused the damage and agreed to pay for it to be repaired.

IPA asked Mr M to get a quote to repair the damage. Mr M didn't think the worktop could be repaired and therefore felt it would need to be replaced. Mr M then got a quote for a new kitchen to be fitted as he said removing the worktop would cause damage to the rest of the kitchen.

As IPA said the kitchen could be repaired, rather than a new one put in, they arranged for their loss adjuster to carry out an assessment of the work needed. Once this report had been done IPA asked for Mr M to pay for the repairs and let them know the final bill. IPA said they would then cover it up to the amount their loss adjuster had said it would cost to repair the damage. Mr M didn't feel it was fair to ask him to pay for the repair costs up front. He felt IPA should do this instead.

Our investigator reviewed Mr M's complaint and upheld it. They said IPA should pay the cost of repair to Mr M upfront, along with compensation. Initially our investigator awarded £300 additional compensation, however they later increased this to £450. IPA didn't agree with the investigator and said they would want to see the final bill before paying Mr M.

As IPA didn't agree, the complaint has been passed to me for a decision.

## **my findings**

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'm upholding it. I've explained why below.

Both parties have agreed about the cause of the damage and the cost to put the kitchen right. Mr M has agreed with the quote carried out by IPA's loss adjuster. So, I don't need to consider whether this figure is fair. Instead, I'm only looking at whether IPA should pay the amount the loss adjuster has said it will cost to repair, before Mr M has the repairs done, rather than when a final bill is supplied.

From reviewing this complaint I can see Mr M had a new kitchen installed around five months before the boiler broke down. I think it's fair to say the kitchen was almost brand new. Buying a kitchen and having it installed is a large and expensive job, it's also something expected to last for several years. Unfortunately in this case the kitchen has been damaged and needs to have the worktops replaced. This will result in further disruption and inconvenience to Mr M.

I've reviewed the quote provided by IPA and can see it says the work quoted for is on a worst case scenario. It's therefore possible all the work quoted for may not need doing and could be completed for a cheaper amount. Because of this I can understand why IPA may want to see the final bill.

In this case though I don't agree Mr M should have to pay for the work before he is compensated for it. I say that because the repair cost provided by IPA's loss adjuster is £3733.37. This is a lot of money for IPA to ask Mr M to pay in advance, on top of the fact he's already paid for a new kitchen recently.

As the quote agreed upon is from IPA's own loss adjuster it's fair to say the quote is likely to be accurate. A loss adjuster is a professional so I would expect them to know what work needs doing and the cost. It's therefore likely the final repair bill will be close to what the loss adjuster has said. Furthermore as IPA hasn't offered to arrange the repairs Mr M needs to find someone he's satisfied with to come in and do the work, at the cost the loss adjuster has said. Because of this it's only fair for IPA to pay Mr M the amount quoted by their own loss adjuster.

IPA has already paid Mr M £200 compensation for the delays in fixing his boiler and agreed to pay the cost Mr M incurred when getting a quote to fix the kitchen. IPA also agreed to the investigator's initial assessment where they said they should pay an additional £300 for the distress and inconvenience caused.

Given Mr M's kitchen was damaged in December 2016 this issue has taken a long time to resolve, Mr M also has to go through the distress and inconvenience of having work done. Mr M has also explained his father is elderly and has health issues. Further work will therefore be more inconvenient for Mr M. Because of this IPA should also pay an additional £150 for distress and inconvenience.

**my final decision**

My final decision is I uphold this complaint. And require Inter Partner Assistance SA to pay Mr K the following:

- £307.50 to cover the costs Mr K paid to get a quote, plus 8% interest on this amount from the date of payment to the date of settlement
- £3733.37 to cover the cost to repair Mr K's kitchen
- An additional £450 for the distress and inconvenience caused

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 4 June 2018.

Alex Newman  
**ombudsman**