

## **complaint**

Mrs B complains about the service she received from Inter Partner Assistance SA (“IPA”) under her water pipe insurance.

## **background**

Mrs B’s complaint was previously in the name of the broker that managed the claim for IPA, but the insurer who underwrites her policy is IPA, and it is responsible for what happened. So I’ll refer to IPA throughout this decision.

Mrs B said that she and lots of her neighbours all got a letter from her local water board, which said there was a leak outside one of the properties. Her neighbours arranged repairs, and they paid for them. She said that the workmen who came to fix the leak originally thought that it was next door, but it turned out to be at her home. Those workmen repaired it, she said they had no option but to complete the job once they’d started because the leak was so bad. Mrs B told us the leak was caused by a faulty repair that IPA had done some months earlier. She sent us a report from the contractor who fixed this second outdoor leak, and he said the problem came from “*2 new fittings previously fitted incorrectly by another contractor*”.

After this second repair Mrs B experienced other problems. She had to call an emergency plumber to fix her toilet, which was constantly filling up as a result of excessive water pressure. Then there was a big leak in her loft. That was also caused by high water pressure, which broke her boiler. Mrs B thinks none of this would’ve happened if IPA’s first outside repair had worked properly. She wanted IPA to come and look at the pipes from the original repair, to see what went wrong there. And she wanted IPA to look at her broken boiler. She said IPA told her it only covered the external pipes, and it didn’t send anyone out. IPA says that it did send someone out, and there was just no one in. Eventually Mrs B had to have a new boiler fitted.

IPA said it wasn’t its fault that the leak in the loft happened, but Mrs B said that it didn’t matter whose fault it was, it should’ve been covered under her pipework insurance. Fortunately her home insurance helped with the repairs.

IPA also said that it didn’t think it was responsible for the broken boiler. But it thought it should pay Mrs B some compensation, because the first repair it did had failed and because it could see that it had made some mistakes and caused delays in dealing with Mrs B’s claim and her complaint. IPA said it would like to pay Mrs B £150 to say sorry for that.

Our adjudicator upheld this complaint in part. He said that there wasn’t enough of a link between what IPA did and the broken boiler to ask IPA to pay for a new boiler. But he did think IPA had given Mrs B very poor service, and he recommended that IPA should pay Mrs B a total of £250 in compensation.

IPA agreed to pay Mrs B a further £100 on top of the amount it had already paid Mrs B. But Mrs B thought IPA should pay more than that. She said it had previously been prepared to cover the cost of the repair to the outdoor pipe, which her neighbours had paid for. Mrs B thought this amount would be a fair amount of compensation. She didn’t want the business to get away with paying only £250. Because Mrs B didn’t agree with our adjudicator, the case was passed to me for a final 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. I've reached the same conclusion as the adjudicator, and for broadly the same reasons.

The evidence I have strongly suggests that the second leak that Mrs B experienced outside her house was caused by a failure of the repairs IPA did to the first leak. Mrs B's policy includes a twelve month guarantee on the work that IPA does. If Mrs B had paid anything for the repairs which were done to fix the second leak, I would've asked IPA to refund that money to her. But she says her neighbours paid for these repairs. I can't ask IPA to refund Mrs B when she hasn't paid out any money for the extra repairs that were done. That wouldn't be fair.

Our adjudicator felt that IPA should pay £250 to say sorry for the various mistakes it had made in dealing with this issue. That compensation covers the trouble and upset caused to Mrs B by the failure of the first repair, and by the problems with the second claim and subsequent complaint. I agree that those issues caused Mrs B quite a lot of stress and upset, and I think IPA should pay some compensation for that. And I agree that a total of £250 is an appropriate amount for IPA to pay. It's in line with what I would ask an insurer to pay in a similar case.

The compensation that our adjudicator said IPA should pay doesn't cover the cost of a new boiler. I agree with IPA that there's no evidence that its repair, or the failure of its repair, caused Mrs B's boiler to break. I don't think IPA has to pay for a new boiler.

## **my final decision**

My final decision is that Inter Partner Assistance SA should pay Mrs B a further £100 in compensation, in addition to the £150 that it has already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 4 November 2016.

Esther Absalom-Gough  
**ombudsman**