

complaint

Ms R is unhappy with Inter Partner Assistance SA's ("IPA") handling of a claim under her shower breakdown insurance policy.

background

On 5 May 2014 Ms R reported a faulty on/off switch with her shower. It was arranged that an engineer would attend on 12 May 2014. However, on 9 May 2014, Ms R found water pouring from the back of the shower unit, down the cavity wall and through the downstairs ceiling. She had the water turned off at the mains and told IPA about this.

When the engineer arrived on 12 May 2014, she turned the water back on so he could see the water leak. He repaired the shower, and she assumed he'd investigate the cause of the leak as well. When he turned the water back on there was no water escaping.

The shower worked fine for a while and Ms R repaired the water damage. However, on 18 August 2014, water again started pouring from the back of the shower. She called IPA for an emergency call out but was told the earliest it could come out was 28 August 2014, which would mean 10 days without water. Ms R therefore arranged for another company to install an isolation switch on the shower, so that she could have water in the rest of the house and then IPA said it could attend on 20 August 2014 after all. The shower unit had been dismantled however, in order for it to be isolated.

The engineer took photographs of the damage, checked the boiler, water mains on/off switch and said that it was the fitting at the back of the shower that had broken, causing the water to be leak through the cavity call.

Ms R says that the engineer that came out the first time should have spotted the damaged back plate and taken steps to repair this so the water leak couldn't recur. She has made a number of points:

- IPA failed to spot that the only way water could escape at the back of the unit was by the fitting at the back. So when it tightened it back to the water pipes after the first repair, it was a "ticking time bomb" waiting for the pressure to build again to force the unit off the already broken mounting unit.
- IPA should have spotted this during the first repair but it failed to record her second telephone call and so it only investigated the faulty on/off switch.
- As IPA took the shower away, she was without a shower for some time, until she had this fixed herself.
- She bought the house new and took out the shower warranty every year. IPA should have inspected the installation 11 years ago.
- The shower has been mounted and worked okay for 11 years. However, she was told that others had similar issues, therefore IPA should have been aware of the problem.
- IPA took the shower unit away to test it. It was completely intact when they took it away but it has now been returned broken, when she asked for it back. The shower is still under guarantee yet they returned it in pieces.
- IPA says it tested the shower as if it was fitted in her home as it was – with the screws taken from her home but it can't have done, as there's one screw still left in her wall.
- She was told it was liable for not spotting the fault the first time, then it changed its mind and has come up with different excuses.

- The situation has caused an unnecessary amount of stress and inconvenience for her and her family.

Ms R has provided an estimate for the cost of repairing the second lot of water damage of around £5,000. She wants this paid for by IPA.

IPA denies that it did anything wrong. It says:

- The damage has occurred due to a fault with the installation of the shower. The unit comes with screws that are designed to fit the unit, the installer has not used these but rather four, unmatched screws of different lengths, thickness and threads. This has caused stress within the unit and broke the back plate.
- When the engineer attended, he replaced the cartridge and broken on/off switch, this was not a consequence of the wrong screws being used. In replacing the cassette and repairing the switch the engineer would have no reason to look at the screws securing the unit to the back plate.
- The failure of the pipe joints wasn't a result of any defect in the shower but because the supplied screws had not been used to install it.
- When it tested the original parts they failed at two bar, however when a replacement undamaged back plate, with the correct screws, there was no leak even at 10 bar pressure.
- The unit was in tact when it was tested – and has provided photographs of this – and it was returned in the same condition it was received. It says it could have been re-fitted correctly and used. If it is damaged it must have happened in transit, or by the company that removed it when isolating the shower, and it can't be responsible for this.

One of our adjudicators looked into the case. He didn't think that there was enough evidence that IPA should have noticed the problem with the screws. He therefore didn't think that it could be made to pay for the cost of repairing the water damage. He did, however, think that IPA should refund the premiums paid from August 2014, when the shower was taken away for testing, as she couldn't benefit from the cover after that point.

IPA agreed to refund the premiums collected from the next renewal after the claim (i.e. December 2014) but not for any part of the previous policy year, as a claim had been made and dealt with. This is offered as a gesture of goodwill only and not any admission of liability. Ms R hadn't cancelled the policy and so it collected these premiums in good faith.

Ms R didn't accept the adjudicator's assessment and so the case 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.

IPA came out to fix fault with the shower, which it did. Even if it failed to record the details of the phone call she made about the leak, I would have expected that to have been discussed while the engineer was there. However, in any event, it appears that the shower wasn't leaking when he fixed the switch and tested it. In fact it was fine for around three months after this visit.

It also appears that the on/off switch and cartridge that were replaced initially, could be the cause of a leak. IPA tested them later to see if they were leaking. Therefore, given this it's difficult to conclude that the first engineer should have known the leak was from the back plate and nowhere else, and that it was continuing. He replaced components that could have been the cause of a leak and there was no leak present when he left, it is therefore difficult for me to determine that IPA should have investigated further in May 2014. Also, even if he had investigated further, there's no convincing evidence that he should have found the screws weren't the correct ones and that they were likely to lead to another leak.

In addition the policy covers breakdown of components inside the shower unit itself. It doesn't actually cover problems with the mounting or pipework outside the unit.

There's no obligation on an insurer to examine the installation of any item they insure prior to agreeing over. The policy terms will set out the incidents for which it is prepared to provide cover, it doesn't have to sign off installation work or check the quality of such work before agreeing to do so.

Ms R also says that IPA damaged the shower unit and it couldn't be reused as a result. I'm not satisfied there's enough evidence that IPA damaged it. It appears to have been returned in the same condition it was received. The fittings and casing appear to be separate from the shower unit (but this would, it seems, have happened when it was removed). The actual shower unit appears to be in tact still, even from Ms R's photographs.

I don't therefore consider that I can reasonably ask IPA to do anything further. I also don't think that it is obliged to refund any of the premiums for the 2013/2014 policy year. It is an annual policy and a claim was made and dealt with in that year. It is therefore entitled to keep that premium. Ms R renewed the policy and continued to pay for it after December 2014 but has now said she doesn't want the policy. If she has had a shower installed she could still have cover under the policy. However, IPA has offered to refund the premium paid after that date. I don't think it has to (unless she no longer has any shower but this isn't clear) but its offer is reasonable in the circumstances.

my final decision

I don't uphold this complaint against Inter Partner Assistance SA. It has, however, offered to refund the premiums from December 2014 which seems to me to be reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 11 April 2016.

Harriet McCarthy
ombudsman