

The complaint

Mr D complains about how DAS Legal Expenses Insurance Company Limited (DAS) responded under his home emergency policy to a problem with a leak at his property.

References to DAS in this decision include their agents who provide services under the policy.

This decision covers DAS as the insurer of the home emergency section of Mr D's home insurance policy. It doesn't cover the rest of the policy, provided by separate insurers.

What happened

In March 2023 Mr D had a problem with a leak from the main stopcock into his property. He called DAS, who sent an engineer to assess the problem the following day. The engineer couldn't find the source of the leak but replaced part of a pipe which contained a valve (though Mr D didn't think there was a leak from the valve) and said there was no longer a leak, and the water was due to condensation. He told Mr D the pipes needed to be fully lagged. Mr D lagged the pipes, then noticed a leak from the shaft of the stopcock.

He rang DAS, who sent the same engineer back to the property. He opened the stopcock and put in some PTFE tape, which reduced the leak. He also said he'd order a new stopcock and return to fit it. When he didn't return, Mr D rang DAS who sent out another engineer, but he wasn't aware of the stopcock being ordered. He tightened a nut on the stopcock, which stopped the leak. However, the leak had left the cupboard the stopcock was housed in soaking wet.

Based on water meter displays, the engineer said there was a leak from somewhere else that needed to be investigated through leak detection. DAS told Mr D he would have to pay an additional £350 for the investigation – but when this was done, no leak was found.

Unhappy at what had happened, Mr D complained to DAS. But they didn't uphold the complaint. In their final response they referred to the engineer visits, including resealing the stopcock with tape and the further visit that didn't detect a leak and recommended the leak detection investigation. Based on this, DAS concluded their engineers carried out their diagnoses and repairs. Leak detection investigations weren't covered under the policy. But DAS said that, as Mr D had engaged his own engineers to carry out a leak detection, they would consider reimbursement if he sent them an invoice.

Mr D then complained to this Service. He was unhappy at being charged an additional £350 as well as the additional cost of a stopcock that DAS said they'd replace but hadn't. He wanted DAS to refund the £350 charge and fix the fault properly by replacing the stopcock and the valve that was unnecessarily removed.

Our investigator didn't uphold Mr D's complaint, concluding DAS didn't need to take any action. She noted the engineer visits, applying tape to the stopcock and then, subsequently, finding no leaks and recommending a leak detection investigation. In

the circumstances, the investigator thought the recommendation was reasonable. She also hadn't seen evidence Mr D was told DAS would replace the stopcock.

Mr D disagreed with the investigator's conclusions and requested an ombudsman review the complaint. He challenged the view on several grounds. First, he said the stopcock continued to leak after the first engineer visit, when he (Mr D) applied lagging to the pipes. The second visit on the same day reduced the leak (by applying tape) and when Mr D said he was told they would order a new stopcock. The third visit (by a different engineer) applied further tape and tightened a nut on the stopcock, stopping the leak.

Mr D also challenged the engineer views, the first replacing (unnecessarily) pipework and the valve. And then saying a new stopcock would be ordered on the second visit. Mr D also said he wasn't provided with a report from the leak detection investigation, being called to take his payment and told in the investigation visit there wasn't a leak. Mr D said he was told by the leak investigation firm they didn't understand why one had been recommended when the source of the leak was known.

What I've decided – and why

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

My role here to decide whether DAS has acted fairly towards Mr D.

The key issue in Mr D's complaint is how DAS have dealt with the leak at his property, the sequence of engineer visits and the various repairs carried out. And then being charged £350 for a leak detection investigation (which didn't find a further leak). Mr D isn't happy with the work carried out and then the £350 leak detection report. He's also unhappy at not having his stopcock replaced, which he said he's been told would be replaced.

In considering this issue, I've looked at the evidence and information provided by both Mr D and by DAS, including the latter's case records including job reports from the engineers. Having done so, I've concluded DAS have acted fairly and reasonably in accordance with the home emergency section of his policy. I know this will be disappointing to Mr D, so I'll set out why I've come to this conclusion.

Looking at the sequence of events, from what I've seen, the first engineer visit (from what Mr D said) replaced a section of pipe and a valve and recommended full lagging be applied to the piping. At this point, Mr D noticed a leak from the stopcock. The second visit applied tape to the stopcock which reduced the leak. The third visit applied more tape and tightened a nut, which stopped the leak. As the purpose of home emergency is to identify the issue and apply a temporary repair (in this case to a leak) then I don't think this is unreasonable. Finding the source of a problem (the leak in this case) can sometimes take more than one visit, as is the case here.

Mr D says he was told by the engineer that the stopcock would be replaced, but that the second engineer wasn't aware of this being the case. I've not seen any other evidence to support this, including DAS case notes and job reports. But, in any event, the subsequent visit by the second engineer appears to have stopped the leak. That being the case, while I recognise Mr D is unhappy at not being provided with a replacement stopcock, if the leak had been stopped then that would have discharged DAS's obligation under the terms of the policy. So, I can't say DAS have acted unreasonably or require them to replace the stopcock (as the leak had been stopped).

The other key issue is Mr D being charged £350 for a leak investigation, recommended by the DAS engineer. Which Mr D says was unnecessary as it didn't find a leak. Looking at DAS's case notes, they state (from the second engineer's visit):

"...inside the kitchen cupboard there is a lot of condensation and some pipes have been replaced. I have [tightened] everything up and cannot find anything leaking but for it to be causing this much condensation there must be something leaking inside the wall or coming from the mains pipe underneath the cupboard. I have checked the water meter and it is flashing every few minutes, so water is getting by somewhere so the best thing to do is to get a leak detector to check the main pipe."

Given the circumstances described, I don't think it unreasonable that a leak detection investigation was recommended. And while the subsequent investigation concluded there wasn't a further leak, that wouldn't, in my view, invalidate retrospectively the recommendation, even though I note Mr D's comment about what he said he was told by the leak investigation firm.

I've also notes DAS have offered to consider reimbursing Mr D for the investigation on receipt of an invoice or report. From what I've seen, this would need to be obtained by the policy insurer (as distinct from DAS). I don't think DAS's offer is unreasonable, so I won't be asking them to take any further action.

My final decision

Your text here

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 28 December 2023.

Paul King
Ombudsman