

The complaint

Mr T complains about Inter Partner Assistance SA (“IPA”) and the initial repair they completed after he made a claim on his home emergency insurance policy.

What happened

Mr T held a home insurance policy. This policy included additional home emergency (“HE”) cover, underwritten by IPA. Unfortunately, on 25 January 2023, Mr T noticed a leak originating from his bathroom sink, which had damaged both his bathroom floor and kitchen ceiling below. So, he contacted IPA to make a claim on his HE cover for the repair of the leak itself.

IPA accepted Mr T’s claim, and they appointed an engineer, who I’ll refer to as “M”, to attend the same day. M identified the flexi-pipe linked to the sink tap had burst. So, to ensure the repair they completed fell in line with the scope of the cover Mr M held, they isolated the hot and cold-water feeds to the tap so water could be restored to the rest of the property.

Mr T called IPA the following day, and confirmed the leak had been isolated, before going onto discuss a permanent repair when he agreed he may either complete the work himself or claim through his separate home insurance policy. But two days later, Mr T discovered the leak had reappeared. So, he contacted IPA again.

IPA sent out another engineer, who I’ll refer to as “F”. F attended Mr T’s home and completed another repair. Mr T says this repair was to fix the initial repair completed by M. And, that as M hadn’t repaired the initial leak correctly, further damage had been caused to his bathroom floor and kitchen. So, he asked IPA to cover the cost of this repair work. But IPA refused, as they didn’t think there was evidence to suggest M had failed to repair the original leak correctly. Mr T was unhappy about this, so he raised a complaint.

Mr T thought it was reasonably clear M’s first repair had failed. And, that this had resulted in a further 2-3 days of leak damage being caused to his property. Mr T explained that the initial damage, had M completed a repair correctly, could’ve been repaired easily at a low cost. But, as the leak continued, it has now caused significant damage that would cost significantly more to rectify. So, he felt IPA should be responsible for this.

IPA responded to the complaint and upheld it in part. They didn’t think there was any evidence to suggest M’s initial repair had failed, referring to Mr T’s confirmation a day after this repair was attempted that the leak had stopped. So, IPA didn’t think they should be responsible for the costs of the repairs needed to fix Mr T’s bathroom floor and kitchen ceiling. But IPA recognised Mr T required two attendances in a short space of time. And they recognised the upset and inconvenience this would’ve caused. So, they paid Mr T £100 to recognise this. Mr T remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn’t uphold it. They didn’t think they’d seen any evidence that stated for certain M’s repair had failed. And, as Mr T confirmed there was damage caused to his bathroom floor and kitchen ceiling due to the original leak, they

thought any damage Mr T now needed repairing was most likely consequential from the original leak, rather than anything M did wrong. So, our investigator didn't think IPA needed to do anything more, as they felt the £100 paid by IPA was fair to recognise the inconvenience Mr T would've been caused during the claim process.

Mr T didn't agree. He maintained that when F attended, they needed to replace the isolating valves initially installed by M. So, he thought it was clear the leak had continued after M's attendance, due to an error by M acting on behalf of IPA. So, because of this, he maintained his view that IPA should be responsible for the repairs to the damage caused by the leak, and the associated costs. As Mr T didn't agree, the complaint has been passed to me for a decision.

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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Before I explain why I've reached my decision, I think it would be useful for me to set out what I've been able to consider, and how. Mr T's complaint centres around the actions of M and F, while attempting to repair a leak at his home. I wasn't present at Mr T's property during this time, so I'm unable to say for certain exactly what did happen, or what caused the second leak to occur. So, in situations such as this, I've had to decide what I think is most likely to have happened, based on the balance of probabilities. And as IPA weren't either, I've had to consider the conclusions they've drawn, from the evidence available to them, and decide whether I think they acted fairly and reasonably.

It's not in dispute that there was a leak at Mr T's property, noticed on 25 January 2023. And I don't think it's in dispute that this leak had caused damage to Mr T's bathroom floor, and kitchen ceiling, before M attended to attempt the initial repair. So, in this situation, I think Mr T was always likely to incur a cost to repair this damage, whether that be through his own finances directly or through a separate claim on his home insurance policy. And for this reason, I don't think there is any reasonable way for me to say IPA should be responsible for the entire repairs, and the costs of these, as their role as the HE cover provided is to resolve the actual emergency, not rectify the damage the emergency caused.

But, that being said, I would expect IPA to ensure the emergency, in this situation the leak, is resolved as quickly as possible, to minimise the damage caused. I note IPA instructed M to attend Mr T's property the same day the claim was reported. So, I think they acted swiftly, as I'd expect.

And I've seen from M's job notes that they were unable to complete a full, permanent repair as the leak was linked to Mr M's taps, which were over a certain age. So, they completed a temporary repair, isolating the water feeds so water was able to be restored to the rest of the house. Having seen the photos of the isolated feeds, while they were behind the sink, I think they were visible and crucially, had this work not stopped the leak, I think it would've been clear at the time the water was reinstated to the property.

On 26 January, the day after M completed this work, I've seen notes of a conversation Mr T held with IPA. Had the leak continued, I would've expected Mr T to have raised this during this conversation. But I can't see that he did and so, I think it's reasonable for me to assume

that, on the balance of probabilities, the repair M completed had stopped the leak at this point.

There was then a period of two days before Mr T reported a second leak on 28 January. And I'm satisfied IPA acted swiftly again, instructed a different engineer, F, to attend. While I appreciate why Mr T would expect M to re-attend, and I think this would've been preferential, I don't think this means IPA acted unfairly here.

Mr T says that F was forced to remove incorrectly installed isolate valves initially installed by M. But this isn't confirmed in F's job notes. Instead, the job notes only provide a very basic description of the work done, explaining the flexi-valve to the basin had been capped off and made safe. So, I don't think this confirms for definite that the work completed by M was faulty, or incorrect.

So, without this confirmation and considering Mr T spoke to IPA the day after M's initial repair where no further issues were reported, I don't think there was any information available to IPA that confirmed, beyond reasonable doubt, that M had done anything wrong when repairing the leak initially. And because of this, I don't think I can say IPA should be responsible for, or contribute to, the costs of repairing the damage caused to Mr T's bathroom floor and kitchen ceiling.

But I do think it wasn't unreasonable for Mr T to expect IPA to ensure an effective repair was completed on their first attendance. And in this situation, I think it's clear that there was a second leak. While I can't say this was the fault of the work of M, I do recognise how Mr T would come to this conclusion. And, I do appreciate the inconvenience having to be available for two attendances would've caused.

IPA have currently paid Mr T £100, to recognise this inconvenience and any failings in their service overall. Having considered this payment, I think it's a fair one, that falls in line with our service's approach and what I would've recommended had it not already been put forward.

I think it fairly recognises the fact Mr T required two different engineers to attend his home to ensure the leaks situated around his bathroom sink were stopped, which I appreciate would've been inconvenient. But I think it also recognises that there is no tangible evidence that states for certain the first repair M complete was faulty, or incorrect. And, that Mr T confirmed there was already damage caused to his bathroom floor and kitchen ceiling by the first leak, before M attempted the first repair. So, there would be no way of knowing for sure what damage was caused before IPA's involvement, and after. And even if this could be determined, I think it recognises the fact IPA provided the HE cover only, which isn't intended to repair damage caused by the emergency and that this would be the responsibility of the home insurance policy provider, under a separate claim altogether.

So, because of all the above, I don't think IPA need to do anything more on this occasion.

My final decision

For the reasons outlined above, I don't uphold Mr T's complaint about Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 20 September 2023.

Josh Haskey

Ombudsman