

The complaint

Mrs N is unhappy with the way Inter Partner Assistance SA ("IPA") dealt with a claim she made under a home emergency insurance policy.

What happened

Mrs N got in touch with IPA after she noticed water was leaking from her loft through the ceiling. IPA sent a plumber, L, who identified the source of the leak was a pipe. They replaced it and left.

Around two weeks later, Mrs N got back in touch with IPA. She said L had turned off the stopcock in order to carry out the repair. But it was now leaking, so L may have damaged it when turning it back on.

Initially IPA asked L to revisit Mrs N. But after it failed to contact her, she got in touch with a plumber of her own, A. They repaired the stopcock. This stopped any further leak but, by this time, Mrs N said the leak had caused damage.

IPA accepted its service and communication had been poor and offered Mrs N £150 compensation. It also agreed to reimburse her the cost of A's invoice. But it didn't agree to cover the cost of repairing any damage caused by the stopcock leak. It didn't think there was enough evidence to show L was responsible for it.

Our investigator thought the complaint should be upheld. She thought the evidence showed IPA was more likely than not responsible for the stopcock leak. She asked IPA to pay for the damage that had been caused.

IPA disagreed and asked for the complaint to be passed to an ombudsman. It focused on the gap between L carrying out the work and Mrs N getting back in touch – 17 days – and said this showed the leak wasn't caused by L.

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.

In summary, I must decide whether IPA, through the actions of L, is responsible for the damage caused by the leak from the stopcock. I'll reach this decision based on what I think is more likely than not to have happened, given the available evidence.

IPA's main point is about the time it took Mrs N to report the problem after L had carried out the work. In brief, it says:

- It should have been made aware sooner if the leak was visible
- The leak would have begun straightaway if the repair had failed
- If the leak was ongoing for 17 days, the damage would be significant
- If it started on the 17th day, the damage would have been minimal

- As the stopcock was old, it needed replacing anyway and the problem was more a matter of wear and tear

Mrs N has made the following comments:

- L said they were having difficulties with the stopcock whilst carrying out the work
- They advised her there would be some excess water from the pipe leak in the loft, so Mrs N would need to leave the area to dry out
- Over the next few days she noticed the floor getting wet, which she initially thought was consistent with L's advice
- When it continued, she looked into it further and discovered the leak was from the stopcock, which is in a nearby cupboard
- A said L should have taken steps to ensure the stopcock was watertight given its age

I haven't seen any evidence from L about what happened during its visit. And I note it didn't engage with IPA or Mrs N when asked to revisit.

It's accepted L used the stopcock when carrying out the repair. And around a fortnight later the stopcock was leaking. That either means L caused the leak or the stopcock began leaking by coincidence.

Whilst it's possible the leak was purely a coincidence due to age-related deterioration, this seems unlikely. Other than A saying the stopcock was 'old', no other evidence to support this possibility has been put forward by IPA.

A said an old stopcock such as this one should be 'repacked' after every use. That seems not to have happened. Even if the stopcock was suffering from wear and tear, I would have expected L to have taken this into account when working on it. And if it thought the stopcock was so old or deteriorated that it was prone to failure, I would have expected it to highlight this to Mrs N and IPA.

We don't know exactly when the stopcock began leaking. The evidence suggests it was a relatively slow leak that developed during those 17 days – not necessarily on day 1 and likely before day 17. Because of that, and given Mrs N was warned to expect more water in the area initially, I don't think she acted unreasonably by not reporting it to IPA immediately.

When she noticed the water getting worse, she did report it – but delays between IPA and L meant it took longer for a plumber to visit and stop the leak. The stopcock is in a similar area to the original leak, but is in a cupboard, so I understand a slow leak from it wouldn't be obvious straightaway. So again, I don't think Mrs N acted unreasonably at this point.

Overall, for the reasons above, I'm satisfied it's fair to hold IPA responsible for the leak from the stopcock – and therefore for the damage it caused. It should now work with Mrs N to assess that damage and decide how to put it right.

IPA offered £150 compensation for the distress and inconvenience it caused Mrs N. I'm satisfied this is reasonable and proportionate in the circumstances. If it hasn't done so already, it should now pay this amount.

My final decision

I uphold this complaint. I require Inter Partner Assistance SA to:

- Put right the damage caused by the leak from the stopcock

- If not done so already, pay £150 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 4 July 2022.

James Neville
Ombudsman