

The complaint

Mrs J complains about One Insurance Limited ("One Insurance") for not providing greater and faster help to her when she experienced a serious leak at her home. She wants One Insurance to compensate her for her losses.

What happened

Mrs J lives in a bungalow. She is a pensioner and has a disability. She insured her home with a third party. She also held home emergency cover with One Insurance.

Her cover entitled her to up to £250 (including VAT) for labour, advice, parts and materials to cover an emergency for insured events.

These insured events included 'the isolation and prevention of further damage of; burst or blocked pipes'.

On 17 December 2022, Mrs J experienced a leak in her attic space that was manifesting through her ceiling. She believed this was from a burst pipe.

She tried to contact One Insurance on 18 December but advises that she was unable to get an answer from the home emergency cover department. She tried calling a number of times and eventually spoke with an agent on 19 December 2022.

She logged a claim. The agent she spoke with indicated that the cover only provided for isolating the leak and asked Mrs J to confirm that she could see the leak. Mrs J had to climb a ladder to look into the loft space to confirm this. She fell when descending the ladder and sustained bruising.

One Insurance agreed to send an engineer to Mrs J's home and arranged this for the following day, 20 December 2022.

The engineer attended Mrs J's home and looked into the loft space. The engineer was unwilling to go into the loft space and said that all he could do was isolate the entire water supply to stop the leak.

Mrs J asked him to do this but he was unable to isolate the water supply as the stop tap had broken. Mrs J says that he broke the stop tap.

The engineer then left, leaving Mrs J with an active, ongoing leak.

She was eventually able to obtain support from another organisation and they stopped the leak. By that time the water had caused extensive damage to her home.

She complained to One Insurance. One Insurance sent its final response in mid-April 2023.

It did not uphold Mrs J's complaint and said that the damage was not covered. It indicated that all it would have ever done was isolate the water, but this could not be done because of the stop tap being broken and it said that she ought to direct her claim to her home insurer.

Mrs J was not happy with this and contacted us.

One of our investigators looked into this and did not recommend that the complaint be upheld. They considered that it was unlikely that One Insurance was not available during the weekend when Mrs J called, and they considered that the exclusions of the policy applied to the circumstances, so the engineer's actions were not unreasonable.

Mrs J did not accept that view and asked for an ombudsman decision.

I issued a provisional decision in respect of this matter in April 2024. In that decision, I set out that I considered that One Insurance had failed to provide emergency help to Mrs J as the policy had offered, and that One Insurance's approach was unhelpful and left Mrs J more vulnerable. I considered that the financial effects Mrs J had suffered were consequences of the leak rather than of One Insurance's failings, but that she had suffered severe distress and inconvenience as a result of One Insurance's actions. These included asking her to go into a loft space by ladder, from which she fell and was hurt, and in leaving her without assistance with an active leak ongoing. I thought that One Insurance should pay Mrs J £500 compensation for her distress and inconvenience.

That provisional decision has been shared with the parties and they have been invited to comment and submit any further evidence.

Mrs J responded to the provisional decision. She said she was unable to demonstrate financial losses from the delay in the water being stopped, but did provide evidence of financial effects flowing from her fall, which I considered was due to One Insurance insisting she go up a ladder into her loft space.

She had provided an invoice from a carer, who provided her with additional assistance in the week following the leak as Mrs J suffered a health crisis following her fall and her distress. She considers this a financial consequence of One Insurance's failings.

One Insurance has not responded to my provisional 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.

I have considered the invoice Mrs J has provided. This shows that it relates to the week following the leak and details that she received additional care at home during this period. She has explained that she usually receives weekly care, but for this period required much more intensive care at home.

I accept her explanation of why she needed additional care. She explained that the fall and stress caused an adrenal crisis and that she was much weakened during this period, so needed more help.

I have not seen details of the usual costs of her care, but on the basis that this invoice shows that she received significant care at the relevant time I think that this is likely a financial effect of the failings from One Insurance, and in particular of her having to climb the ladder to the loft, and falling from it.

I therefore think that One Insurance ought to also compensate her for the financial effects she experienced in hiring additional home support immediately following the leak.

If One Insurance wishes to scrutinise the invoice provided by Mrs J and request from Mrs J reasonable evidence of the payment made and the regular payments Mrs J had to make before this leak, then it may do so, but it should ensure that any requests are proportionate and not excessive.

If Mrs J considers that One Insurance's approach to reimbursing this financial effect is unreasonable, she would be entitled to complain again to One Insurance and then if need be to us.

As regards the compensation level, I remain of the view that this is appropriate to reflect the additional distress and inconvenience One Insurance caused to Mrs J, and that £500 is in line with other awards we would make.

I therefore uphold Mrs J's complaint, and adopt the reasoning from my provisional decision, as supplemented by the above.

Putting things right

In order to put matters right, One Insurance should pay to Mrs J £500 compensation for her distress and inconvenience;

One Insurance should also reimburse Mrs J for the additional expense she incurred for carer support in the week 17 December 2022 – 23 December 2022. It may seek reasonable information from Mrs J to evidence these costs, and Mrs J is entitled to complain if she considers One Insurance's approach to this cost is unfair.

My final decision

For the reasons given above, and in my provisional decision, I uphold Mrs J's complaint and direct One Insurance Limited to:

- Pay to Mrs J £500 compensation for her distress and inconvenience; and
- Reimburse to Mrs J the additional costs of care she incurred for the week 17/12/2022 – 23/12/2022.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 27 June 2024.

Laura Garvin-Smith
Ombudsman