

The complaint

Mrs H's complaint is about the handling of a claim under home emergency insurance with Inter Partner Assistance SA ("IPA").

What happened

In July 2023, Mrs H contacted IPA, as she had a leak from a toilet at her property. IPA arranged for a contractor to attend to repair the leak and traced it as coming from a damaged pipe in the utility room. The contractor said there would need to be some '*trace and access*' work done in order to access the damaged. IPA's contractors attended again the next day and said that specialist equipment was needed to access a boxed off area but they carried out a repair to some drainage pipework.

Mrs H therefore made a claim under the main buildings insurance part of her policy, for trace and access and repair of the damage caused by the water leak. Once further access was made, IPA reattended in October 2023 to fix the leaking pipe from the toilet. However, I understand the leak was not completely resolved and more repairs were needed in November 2023.

The leak was then repaired but Mrs H says IPA's contractor caused damage to her sink while carrying out that repair. Mrs H has provided photos of multiple scratches, around the edge of the sink in particular, which she says were caused by IPA's contractors not putting any protective covering over the sink below where they were working and putting their tools on the sink. Mrs H asked for £200 for this.

IPA does not accept liability for the damage to the sink and says Mrs H had signed a disclaimer in any event. However, it offered £200 as a way of apology and to also take account of some delays. IPA also said it would cover the £57 that the repairs cost over the policy limit.

Mrs H remained unhappy with IPA's response, so referred the complaint to us. She says the contractor told her he would not start the job unless she signed the disclaimer and so she could not refuse. She also said the £200 referred to by IPA was because she was without use of her washing machine for several weeks.

One of our Investigators looked into the matter. She considered the photographs of the utility room provided by Mrs H and IPA. She was satisfied that there was no apparent damage to the sink in the photos of the area at the first appointment. However, the Investigator said that as the damage was apparent after the buildings insurer's contractors had also attended, she could not determine that IPA was responsible.

Mrs H did not accept the Investigator's assessment. She said that the damage was done before the buildings insurer's contractors had started work and that she had reported the damage direct to IPA's contractors in October 2023 and it had attended and taken photos of the damage at the time.

Mrs H provided the email chain between her and the contractors in which she originally reported the damage to the sink and provided photographs. This information was not on

IPA's file provided to us but has been sent to IPA by the Investigator.

In light of this new information, the Investigator changed her mind and said that, as the contractor's own photos showed they had not covered and protected the sink, she thought it was likely they had caused the damage. The Investigator therefore recommended that Mrs H should provide IPA with a quote to have the sink replaced and installed, that IPA should pay for this invoice; and that IPA should also pay her £150 compensation for the distress and inconvenience caused by its engineers.

Mrs H accepted the Investigator's assessment but IPA did not confirmed whether it accepted it or not. Given this, the matter was passed to me.

I made a provisional decision on the matter in January 2025. I have copied my provisional findings below:

"The cover under the home emergency section of the policy is limited to alleviating an immediate emergency. Similar to most other insurance of this type, it will also only cover the work required to make basic access but the main buildings insurance part of the policy covers trace and access (such as removing tiles, boxed areas, digging etc). Further work beyond the remit of the home emergency cover was needed to access the leak, so Mrs H also made a claim under the buildings cover for that. The buildings insurance also covers the damage caused by water leaks.

IPA says it isolated the toilet and did what it could to stop the leak but there was some delay. There's no convincing evidence, as far as I am aware, that the leak should or could have been fixed much sooner than it was, given the need for the building insurer to make access. However, Mrs H says IPA's contractors damaged her sink.

Mrs H signed a disclaimer before the contractors worked on her property. It is not unusual for contractors to ask a customer to sign a disclaimer regarding damage that cannot be reasonably avoided while carrying out a repair. However, IPA cannot rely on a disclaimer to avoid liability for damage caused by any negligent act or wrongdoing by its agents.

There is no convincing evidence the damage to the sink was caused in the normal, reasonable course of the repair. Instead, it is alleged that the contractors were careless. Therefore, if IPA's contractors did cause the damage, I agree it is right that it provide some redress.

It is of course difficult to be certain how the damage to the sink happened and when. I have seen a photo of the sink from July 2023, which while not entirely clear seems to show the sink without any scratches. Mrs H says it was scratched when IPA's contractors attended again in October 2023, and it must have been IPA's contractors that did it because she noticed the damage before the buildings insurance contractors came out to do any work.

Mrs H has provided evidence that she emailed the contractors about the damage to the sink, along with a photo, on 17 October 2023.

IPA's file notes show that Mrs H contacted it on 11 October 2023 to say the buildings insurance contractors had made access, so IPA could reattend to deal with the leak. IPA's notes say it attended shortly afterwards. So, it appears that other contractors had attended the property and worked in the sink area before IPA reattended and Mrs H reported the leak.

Although I also note Mrs H has said all the other contractors, apart from IPA's covered the sink and were careful in their work.

As stated, it is difficult to be certain, but as ... [she reported the damage] just a few days after IPA's contractors attended, I think overall it is likely they caused the damage. I therefore agree that IPA should ... pay for this to be rectified.

In its final response letter to this complaint in July 2024, IPA did offer Mrs H £200, which is what she had asked for. Mrs H has told us that this amount was for the loss of use of her washing machine but the final response letter in which this offer was made only refers to the complaint about damage to the sink and general claim handling, it says nothing about the washing machine.

In addition, I cannot see in any of the papers provided to me that Mrs H was unable to use her washing machine as a result of anything IPA did wrong.

While IPA did not accept liability for the damage to the sink it said it was making the offer having "*taken into consideration the way you felt as a result of this matter and ... as a way of an apology*" as well as to take account of any delays. I am satisfied that the offer of £200, and to waive the over policy limit payment, from IPA was in relation to the complaint about the damage to the sink.

In the absence of any quotes for a like-for-like sink replacement, or repair of the scratches if that were possible, £200 seems to be a reasonable amount for the sink damage. This is also what Mrs H initially asked for in relation to the sink. I do not therefore intend to require IPA pay anything more for the sink. However, I do agree that some additional compensation is appropriate. I agree with the Investigator that the sum of £150 is appropriate to reflect the trouble caused to Mrs H, in relation to this and any delays in the handling of the claim.

My provisional decision

I intend to uphold this complaint Inter Partner Assistance SA and require it to do the following:

- pay Mrs H £200 for the damage to her sink (if it has not done so already); and
- pay Mrs H £150 compensation for the distress and inconvenience caused to her by its handling of her claim."

Responses to my provisional decision

I invited both parties to respond to my provisional decision with any further evidence or arguments they want considered.

Mrs H has responded and confirmed she is happy the matter will be resolved in her favour. However, she says the washing machine was put in her garage for eight weeks, which was inconvenient and she incurred expenses for doing her laundry.

IPA 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.

Mrs H has said again that she was without her washing machine for some time. As set out in my provisional decision, there is no evidence that Mrs H was unable to use her washing machine as a result of anything IPA did wrong. It might be that it had to be moved for the repair of the water damage to be carried out by her buildings insurer but there is no evidence, as far as I am aware, that it was moved and unusable due to IPA. I do not therefore consider I can make any award against IPA in relation to Mrs H not being able to use her washing machine. I also remain of the opinion that IPA's final response letter and offer of £200 compensation was for the damage to the sink.

As neither party has provided any other new information or arguments, I see no reason to change my provisional decision that the damage to Mrs H's sink was likely caused by IPA's contractors and that the offer it already made of £200 compensation for this is reasonable. I also still consider that an additional £150 compensation for the distress and inconvenience caused by its handling of her claim is fair.

My final decision

I uphold this complaint against Inter Partner Assistance SA and require it to do the following:

- pay Mrs H £200 for the damage to her sink (if it has not done so already); and
- pay Mrs H £150 compensation for the distress and inconvenience caused to her by its handling of her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 4 March 2025.

Harriet McCarthy
Ombudsman