

## The complaint

Ms H complains Inter Partner Assistance SA (“IPA”) treated her unfairly when making a home emergency claim.

Any reference to IPA includes the actions of its agents.

## What happened

The investigator set out his recommended outcome and his reasons for it as follows:

### “The complaint

*Ms H complains of the service she received from IPA under a claim she made on her home emergency insurance policy.*

### What happened

*The background of this complaint is well known to both parties and not in contention, so I’ve summarised the key points I’ve focused on within my view.*

*In October 2024, Ms H made a claim on her home emergency policy. A tee connection running off the mains water pipe, situated behind one of Ms H’s kitchen base units was leaking – IPA arranged for one of its repair agents (R1) to attend to the leak. The leak had caused damage to the floor in Ms H’s kitchen and porch areas. Ms H made a claim on her home insurance policy, and this was repaired - she paid £600 (her policy excess) towards the costs.*

*Shortly after, in December 2024 a further leak occurred in the same area as before. IPA arranged the repair through another one of its repair agents (R2). On attendance, R2 told Ms H the previous repair had failed as R1 hadn’t replaced the leaky tee connection and had instead opted to tighten it.*

*Unhappy, Ms H complained. She argued the further damage to her property could have been avoided if R1 had carried out the repairs to the required standards. She wanted IPA to cover her excess charge (£600), which she said she would now need to pay her home insurer again, if she was to make a claim on her home insurance policy. IPA responded to Ms H’s complaint on 12 February 2025. At the time IPA was still waiting on information from Ms H to substantiate her claims and it rejected her complaint on this basis.*

*IPA later obtained the information it required from Ms H’s home insurance provider. However, following consideration, on 28 February 2025, IPA told Ms H it wouldn’t be accepting any liability for the incident. It said the leak would have shown up straight away and not taken two months. It further said, it was possible the pipe may have dislodged as a result of being knocked in the two or so months that had passed since the initial repair.*

*Unsatisfied with IPA’s response, Ms H complained to this Service.*

### What I think – and why

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

*Where evidence is incomplete, inconsistent or contradictory (as some of it is in this complaint), I reach my view on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances. Having done so, I find it more probable than not the damage Ms H claims for, resulted from R1's failure to carry out the repairs to the required standards – and I'll explain why.*

*The notes confirm R1 initially attended Ms H's home on 20 October 2024. R1's job notes detail their findings on attendance and their proposed resolution (which was submitted for approval) as follows:*

*"...Cold tee fitting behind the kitchen cupboard has been cross threaded and will need to be taken off and replaced. The back board will need to be cut out to get at the fitting. Multi cutter needed. Speed fit x1 15mm tee, x3 15mm inserts..."*

*The above was approved by IPA. But when R1 re-attended on 25 October 2024, instead of replacing the tee fitting which it had previously said would be needed, R1 appears to have removed and re-used the existing tee fitting and noted:*

*"...Found a small weep on the centre of a push fit tee behind kitchen sink, took out the pipe that goes into the fitting to clean up and put back in. There was a small gap in the thread which was allowing water to come through. After reinstalling the pipe there was no gaps on the fitting and no other signs of leaks..."*

*I can see from the complaint notes; IPA initially queried the repair with one of its inhouse specialists who confirmed if the tee had been cross threaded then it should have been replaced in their opinion. IPA then referred the matter to one of its network managers who didn't agree, and it ultimately based its end decision on this.*

*I've considered what the network manager (NM) said but I don't think there's enough for me to fairly reach the same conclusion IPA did. NM said:*

*"...the fitting didn't leak for 2 months. If the engineer didn't repair the leak correctly this would have been apparent very quickly. To put some context around how long a repair can last, our reattend, or temporary repair timeframe is 28 days with the network. From what I've seen, the position of the pipe is under the sink and has a flexible appliance hose attached to it and it quite possible this can be knocked or disturbed by the customer when they are in or out of the cupboard. Unless another NM thinks otherwise, I don't think we should take responsibility for the leak that happened 2 months after the repair..."*

*Although I appreciate the argument NM makes, I must consider NM's comments in view of the wider circumstances. The initial leak on the tee fitting was described by R1 as a 'small weep'. Given the tee fitting would have been out of sight following the repair and this was only a small leak, I'm not convinced it would have been immediately apparent as NM suggests. I mean it's not as if the pipe burst, either in October or in December.*

*Additionally, there is nothing within R1's notes to indicate the repair they'd carried out was a temporary repair, which Ms H would need to follow up with a permanent one. So, I don't think the temporary repair timeframe NM references is directly of relevance. NM goes onto say; given the pipe is situated in the cupboard, there is a possibility that this may have been*

*knocked by Ms H, but I don't find this particularly persuasive. Not only as there is no independent evidence to support this, but also as NM then goes on to say unless another NM thinks differently. Furthermore, I note NM offers no comment in respect of the tee fitting being re-used instead of being replaced, which is central to Ms H's complaint.*

### Conclusion

*I don't consider IPA to have handled this situation well. Given more than one expert, including R1 who carried out the initial inspection, noted the tee fitting required replacing and given the same tee fitting, within a short space of time failed, I think it's more probable this was because the initial repair was not carried out to the required standard.*

*Ms H has explained to our Service that she has found the whole situation stressful to deal with and not having the money to pay to have the repair carried out through her home insurer again has only added to this – which I can accept.*

*Taking all the circumstances of the case into consideration, I think an award of £300 for distress and inconvenience is reasonable in the circumstances. IPA should also assume responsibility to make right the damage, given my findings that this directly resulted from its agents failings. In the circumstances, I don't consider it would be fair or proportionate of me to expect Ms H to make a further claim on her home insurance policy.*

### How to put things right

*For the reasons I've set out above, I'm upholding Ms H's complaint and I require IPA to:*

- *Pay Ms H £300 compensation for distress and inconvenience.*
- *Assume responsibility for the damage caused to Ms H's property due to its agents failings, and through its agent have this put right."*

Ms H accepted the Investigator's recommendation. IPA didn't. It said if the engineer had repaired the leak incorrectly, it would have been apparent very quickly. It said, to give some context, as to how long a repair case last – that its reattendance policy and temporary repair timeframe is 28 days.

It added that the pipe is under the sink and has a flexible appliance hose attached to it – which could have possibly been knocked by Ms H when using her under the sink cupboard. And it said it was unsure why new flooring was replaced on top of a supposed leak– saying the water would have been obvious to the fitters.

Our Investigator considered what IPA had said and responded as follows:

*"Firstly, while you may well have timescales for how long a temporary repair can last, there is no suggestion of the first engineer only carrying out a temporary repair in this case. If they had, I'd expect notes to this effect. So the temporary repair timescales don't apply here. As far as Ms H was concerned, a permanent repair had been completed by the first engineer - which we would expect to be effective and lasting. Do you have any evidence which can be used to prove otherwise?"*

*Secondly, there is no suggestion the pipe was leaking at the time of the reinstatement works. The issue or argument Ms H is making is that the T-connection gave way, which it wouldn't have (based on what the second engineer told Ms H or what your inhouse specialist has said) if it had been replaced with a new one. We also don't know exactly when the T-connection gave way. There is no indication it was leaking at the*

*time the reinstatement works were completed. I think the key question to consider here is whether the first repair was completed to standard - the evidence points to the fact that it wasn't and this is why the repair failed in such a short space of time. What is your position in this respect? If you don't think the T-connection required replacing, please can you explain why?*

*Lastly, I think Ms H has done enough in this case to demonstrate the T-connection most likely gave way due to the first engineer's failure. You've said there is a pipe under the kitchen cupboard and said this could have been knocked and caused the problem, but do you have any expert evidence to support this or is this just a presumption?"*

IPA replied to say that whilst it didn't agree, to settle the matter it would be willing to pay £900 (£300 compensation; £600 excess payment to building insurer). The Investigator considered it and replied as follows:

*"Based on the available evidence, it's more probable than not that the leak occurred due to the first engineer's failure to carry out an effective and lasting repair. In the circumstances, if Inter Partner Assistance SA (IPA) are unwilling to assume responsibility to put right the damage caused by its agent's failing, it should allow Ms H opportunity to obtain two quotes from independent contractors to do this, of which IPA should accept one and provide Ms H a cash settlement based on this.*

*In the circumstances, I don't consider it fair or proportionate of IPA to expect Ms H to make another claim on her home insurance policy, when the incident in question likely resulted from its agent's failure. Making another claim on her policy, would not only impact on Ms H's claim's history but also likely have implications for her when she is trying to secure insurance in the near future.*

*IPA should also still pay Ms H £300 compensation for the distress and inconvenience she has suffered as a result of its agent's failing."*

Ms H also declined IPA's settlement. IPA remained of the opinion it wasn't responsible for the damage caused by the second leak and so, the complaint has been passed to me to decide.

### **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 agree with the Investigator's recommended outcome and his reasons for it, and I have nothing material to add. I am, on balance, more persuaded the second leak occurred due to an ineffective repair being carried out when IPA's engineer first attended Ms H's property. So, I find IPA is responsible for putting right the resulting damage to Ms H's property.

IPA has let Ms H down as it's caused her avoidable stress and inconvenience because of how it's handled her claims and so, I agree compensation is warranted here. And I find £300 fairly and reasonably reflects the difficulties she experienced because of IPA's handling of matters.

### **My final decision**

I uphold this complaint and direct Inter Partner Assistance SA to:

- Pay Ms H £300 compensation in recognition of the distress and inconvenience she's been caused; and
- Put right the damage to Ms H's property caused by its agent's ineffective repair. It can do this by either carrying out the repair itself, or by paying Ms H a cash settlement which allows her to arrange to have the damage repaired herself.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 5 February 2026.

Nicola Beakhust  
**Ombudsman**