

The complaint

Ms B complains that Inter Partner Assistance SA (“Inter Partner”) gave her incorrect advice in relation to a home emergency claim.

What happened

The background of this complaint is well known to all parties. So, I’ve summarised events.

- In December 2021, Ms B made a claim on her Inter Partner home emergency policy.
- Ms B says she was advised by Inter Partner on several occasions that the policy would provide £250 per night of alternative accommodation (“AA”). Ms B says she incurred costs of around £1,600 for 11 nights as a result.
- Inter Partner didn’t agree to cover these costs and said the policy limit overall was £250 for AA. It listened back to the calls it had with her and said it had correctly advised her of this. It paid the £250 and offered £100 compensation for the engineer not attending her property on the day of the event.
- The complaint came to this Service and one of our Investigators looked into things. She said the policy limit was £250 for AA. She detailed the calls between Ms B and Inter Partner and said its agents could’ve been clearer in places, but it had never advised her the policy would pay £250 *per night*. She explained Inter Partner had increased its offer to £500 for AA alongside its offer of £100 compensation which she felt was fair in the circumstances.
- Ms B disagreed and said Inter Partner had multiple opportunities to correct her misunderstanding of the policy. And she reiterated her strong feeling that Inter Partner had acted unfairly. The Investigator looked again but didn’t change her mind.

So, the complaint has been passed to me for an Ombudsman’s final 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 this complaint. I’ll explain why.

- Ms B’s home emergency insurance cover has a policy limit of £250 for AA.
- Our Investigator has detailed each of the calls in question, so I won’t repeat these here. But I’ve listened to the calls in question and I’m satisfied Inter Partner didn’t misadvise her about the level of cover that she had. That is to say, the agents never told Ms B the policy would pay her £250 per night for AA, and they did tell her the policy limit was £250.
- The calls do suggest in places Ms B may have a different understanding of the level of cover she had. And while I think the agents tried to clarify this, it seems this wasn’t successful. I accept this matter may have been resolved earlier had the agents

pushed on this point further – but in the circumstances I’m persuaded the attempts they made were reasonable.

- Inter Partner has offered an additional £250 towards the AA costs following the involvement of this Service. And I’m satisfied that is a fair and reasonable resolution in the circumstances alongside the wider offer of compensation made for service issues. I say this as I don’t agree Inter Partner mis-advised Ms B, and it has offered to settle this matter for a sum above the policy limit.

My final decision

Inter Partner Assistance SA must pay Ms B:

- £500 for the costs incurred related to alternative accommodation (it may deduct any sums already paid in this regard);
- £100 in compensation for service issues (if not already paid).

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms B to accept or reject my decision before 6 May 2022.

Jack Baldry
Ombudsman