

The complaint

Mrs W has complained about Inter Partner Assistance SA (IPA). She is unhappy about the way it dealt with a claim under her home emergency insurance policy.

For ease of reading any reference to IPA includes its agents.

What happened

Mrs W made a claim under her home emergency insurance policy after an escape of water. Unfortunately, the claim wasn't dealt with very well and Mrs W was left without toilet facilities and her bathroom in an unusable state for a few weeks as the repair was delayed. And she eventually had to get the repair undertaken herself as IPA's repairing agent was delayed and didn't turn up on a few occasions.

When Mrs W complained to IPA about this it accepted it had got things wrong and offered to pay Mrs W £200 compensation and to pay for the subsequent repairs that Mrs W had to pay for. But Mrs W remained unhappy, so she complained to this Service.

Our investigator looked into things for Mrs W and upheld her complaint. He thought the compensation that IPA had offered should be increased from £200 to £400 given the level of stress and inconvenience caused to Mrs W by the delay, especially being without toilet facilities for a few weeks. And he thought IPA should pay Mrs W £624 for the private repairs she had to arrange.

IPA didn't agree, maintaining that it was only obliged to pay up to the policy limit in relation to the repair. So it felt a contribution of £250 towards the repair and £250 compensation was fair, so the matter 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.

Having done so I agree that the complaint should be upheld. I'll explain why.

While IPA's notes around this claim are lacking in detail Mrs W's recollection and thorough account is clear - as such I find her account more persuasive. It isn't disputed that IPA's agents delayed matters and missed appointments with Mrs W in order to fix the problems she faced. And it has agreed £250 now by way of compensation for this and to pay up to the policy limit for her own private repair (£250). So the only thing left to consider is whether this goes far enough in looking to put Mrs W back into the position she should have been but for IPA's errors. And having considered everything I don't think it does, I'll explain why.

Mrs W was left without the use of her full toilet facilities for a number of weeks and this must have been stressful, particularly with a young family in the middle of winter. Indeed, I understand that her toilet was left dislodged and tools were left in her bathroom following IPA's initial attendance. And she had to undertake bathing facilities away from home during

this period. I agree this must have been very inconvenient, frustrating, and stressful, especially in the middle of winter. Mrs W has suggested that at one point in her journey IPA offered more compensation than the £200 settlement it sent to Mrs W out of the blue. I can't be sure about this, from the information before me, but I have no reason to doubt Mrs W and £400 compensation for all the stress caused seems fairer in any event.

Turning to IPA's wish to only pay up to the policy limit (£250), I can understand its position. However, it told Mrs W that it would pay her own private repairer's costs subject to an invoice without highlighting this restriction in considering her complaint. And, importantly, had IPA's repairers turned up when they were supposed to it is quite possible that her private costs would have been a lot less or not required at all. When her repairer attended IPA's agent was supposed to attend at the same time as IPA had identified that this was a dual agent response. And as they failed to attend Mrs W's repairer had to get a fellow tradesman to attend which inevitably increased the costs here. And given the various delays and missed appointments Mrs W faced it would seem fairer to meet her costs in any event.

Given all of this, and the fact that Mrs W was compelled to get her own repairer to undertake the delayed claim repair and the fact IPA would gain a discounted rate of repair if it used its own agents, I agree that it should pay the costs Mrs W incurred (£624) subject to reasonable proof.

Finally, I understand Mrs W had to take time off work to deal with all of this. Although there is always a fair degree of inconvenience in dealing with an insurance claim, including having to take time off work, I have factored this into the level of compensation awarded. And overall, I think £400 compensation seems fair.

My final decision

It follows, for the reasons given above, that I'm upholding this complaint. I require Inter Partner Assistance SA to pay Mrs W's repair costs of £624 (subject to reasonable proof) and £400 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 6 October 2023.

Colin Keegan
Ombudsman