

The complaint

Ms P has complained about the settlement offered by Inter Partner Assistance SA ('IPA') under her home emergency insurance policy following a pipe burst. For the avoidance of doubt, the terms 'IPA' includes IPA's agents, representatives, and contractors for the purposes of this decision letter.

What happened

In December 2022, the pipes in Ms P's home became frozen so that the heating and hot water stopped working. The pipes then burst and flooded the kitchen. She contacted her home emergency insurer, but no one came out. IPA said it couldn't send anyone for some days due to the volume of callouts at the time. Ms P said call-handlers also put the phone down on her twice. She was left with damage to a wall where access to the pipes had been created. She was now looking to receive further compensation from IPA.

IPA said it had paid up to the policy limit in terms of work carried out by Ms P's plumber to deal with the burst pipes. It said it had also paid £500 compensation to recognise the distress and inconvenience caused. Following a complaint by Ms P, IPA maintained its stance and Ms P therefore referred her complaint to this service.

The relevant investigator didn't uphold Ms P's complaint. It was the investigator's view that IPA was only ever going to pay up to £1000 in relation to the claim. It would usually only have paid for a quick fix. In the circumstances and given that they wouldn't pay for trace and access work, she considered that the £1,000 offered for the work itself was reasonable. As for the £500 compensation, she considered this to be a reasonable offer based on awards the service made.

Ms P remains unhappy about the outcome of her complaint and the matter has been referred to me to make a final decision in my role as Ombudsman.

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.

IPA has accepted that Ms P's home emergency insurance claim was valid. The key issue for me to determine is therefore whether its response to the emergency service failure was adequate. Unfortunately for Ms P, I can't say that IPA acted in an unfair or unreasonable manner in terms of its response, and I don't uphold Ms P's complaint in the circumstances.

In reaching this decision, I've carefully considered the parties' submissions as summarised below. Turning firstly to Ms P's submissions, her complaint is that IPA failed to attend her home in an emergency and that its service was poor. Whilst waiting for IPA to answer her calls, the pipes burst and flooded the kitchen. Ms P said she was then left with a damaged wall where access to the pipes was created. Her home was also left with lots of humidity because of all the water from the flooding. Her kitchen furniture and brand-new doors were

affected. When she finally succeeded in speaking to a call handler, they put her in an hotel for a night and asked her to find her own plumber, saying IPA would cover the cost.

Ms P said that when she discovered the initial problem, she spent hours and hours trying to reach IPA. She said that she'd phoned constantly as nobody answered the calls. When she finally succeeded in getting through, call-handlers put the phone down or were disconnected and never rang back. Eventually, IPA booked their plumber to come as 'an emergency' in five days, but he never came.

Ms P explained her health issues, and that these were further affected by the delays. She considered there had been *'incompetence and lack of professionalism and care'*. Ms P had told IPA that she was afraid that pipes could burst when defrosted, and that she was in a frozen house with no water, and was sick, but she said that they didn't care. Ms P therefore considered that the pipes had burst, and further damage caused, due to IPA's lack of care. She said she'd had to miss work to deal with the issue. IPA's notes also refer to the fact that Ms P had requested alternative accommodation. They also showed that Ms P had eventually called her own engineer and that he'd been able to resolve the issue.

Finally, Ms P said that she was paying for an emergency service but didn't receive this. Ms P's buildings and contents insurance and home emergency insurance were underwritten by two separate companies. Ms P was making only one payment but was expected to phone both. She didn't think that this should have affected her as a customer, and this should have been resolved internally rather than being sent from one company to another. She said, *'It was a week of nightmare'*. Whilst IPA paid Ms P £1,500, her plumber had charged almost £1,300 so she considered that it hadn't paid for damage to her house, health, loss of income and her work problems, or for its *'unprofessionalism and lack of humanity or empathy.'*

I now turn to IPA's response to this matter. It said that its engineer attended Ms P's property five days after her initial call but stated that it was necessary to trace and access the leak, and at this point, Ms P called out her own plumber to resolve the issue. IPA said it couldn't trace notes to say that any of the call handlers had to terminate calls or that the lines dropped. It said that *'the winter period is our busiest period so it is likely that there would have been some queuing when calling through to us unfortunately.'*

As to IPA's response to the complaint, it said it reimbursed Ms P up to the policy limit of £1,000 for the cost of her plumber. It also booked a hotel for Ms P as alternative accommodation for one or two nights until she advised it could be cancelled. Finally, it paid £500 to Ms P for the distress and inconvenience caused by its claims handling.

I now turn to my reasoning for not upholding Ms P's complaint. To make it clear, this final decision relates only to the home emergency element of Ms P's original claim. Firstly, I will say that I have every sympathy with the situation Ms P has been through. The fact that she was without heating and hot water for five days during winter would have been distressing. The fact that she had to resort to alternative accommodation at the end of this period would have added to the inconvenience. The question for me to determine is whether IPA's payment of £500 was a fair and reasonable response to its admitted service failures.

I appreciate that the costs charged by Ms P's plumber exceeded the home emergency policy limit of £1,000. However, I can't say that IPA's actions were unfair or unreasonable in paying an amount up to the policy limit only. Emergency home insurance generally covers a temporary repair only, to stem the leak, and any permanent repairs would, subject to the relevant exclusions, be covered by any buildings and contents insurance. The policy also makes it clear that finding what needs to be fixed and getting access isn't covered by home emergency but might be by any buildings and contents insurance.

I also have sympathy with Ms P in relation to the confusion caused by the fact that there were two different sets of underwriters involved here, as the premiums were paid in one sum. The policy documents did however explain this difference and, whilst I appreciate that it takes time to read the documents, it's important to do so, and I can't say that IPA acted in an unfair or unreasonable manner in this respect.

I note that IPA paid the majority of the cost of Ms P's plumber and that the policy terms and conditions did allow IPA to opt to reimburse a policyholder for costs expended rather than carrying out work itself. However, having considered the available evidence, I agree with Ms P that IPA's emergency home insurance service fell far below the standards which would be expected. This is particularly as Ms P had made it clear that she was a vulnerable customer due to her various health issues. It's appreciated that IPA may have received a large amount of call outs at the relevant time, however this is a matter which IPA would be expected to efficiently address to anticipate periods of high demand towards the end of December.

An emergency response shouldn't take five days to respond whether in terms of addressing the problem or in arranging alternative accommodation. In addition, I'm persuaded by Ms P that she had to spend a large amount of time on the phone trying to contact the 'emergency' service and that this led to her missing work shifts. I consider that this was an unacceptable level of service as Ms P had paid for home emergency cover to carry out a short term, immediate fix to the problem. It's not possible to determine whether a prompt visit and managed de-frosting of the pipes by IPA's engineers would have prevented the pipes from bursting. On the balance of probabilities however, I consider it likely that the pipe burst would have occurred in any event. Nevertheless, I have some sympathy with Ms P's position about the lack immediate response.

In summary, I consider that the service failings were as follows. IPA failed to send an engineer as promised, it failed to provide the promised emergency service so that Ms P had to find her own help and assistance from a plumber, it didn't provide timely alternative accommodation, and it provided a poor customer service in failing to respond to and address numerous phone calls. Ms P was left in an unheated property with no hot water, even though she'd made it clear that she had health issues.

In conclusion, I'm satisfied that IPA paid the relevant policy limit in relation to the costs of the emergency and paid for a short period of alternative accommodation. As to the distress and inconvenience caused, the service's guidelines refer to situations where a service failure causes a serious impact over a relatively short period. They indicate that a compensation award of £500 is within the range of compensation which would be payable. In the circumstances, I do appreciate that this doesn't match Ms P's expectations and that this final decision will come as a great disappointment for Ms P. However, I'm satisfied that this represents a fair outcome in terms of the compensation we would expect IPA to pay. If IPA has paid £1,500 Ms P in total, I don't require it to do anything further in response to her complaint.

My final decision

For the reasons given above, I don't intend to uphold Ms P's complaint and I don't require Inter Partner Assistance SA to do any more in response to her complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 17 April 2024.

Claire Jones
Ombudsman

