

## **The complaint**

Mr and Mrs S complain that Inter Partner Assistance SA (“IPA”) unfairly dealt with a home emergency insurance claim after they lost hot water at home.

## **What happened**

This dispute is well known to the parties so I won’t comment in detail here. But for brief context in keeping with the informal nature of this service:

- Mr and Mrs S lost hot water and made a claim to IPA. Mr S explained that they were caring for their new-born baby and Mrs S had just undergone a serious operation.
- IPA sent an engineer who found that a new part was needed. The engineer noted that Mr and Mrs S hadn’t serviced their boiler recently. When Mr S called the following day to find out what was happening, he was told his claim had been declined because he hadn’t serviced his boiler. Mr S complained.
- IPA issued a summary resolution to say the matter had been resolved, but it hadn’t been, and this hadn’t been issued in line with regulatory rules. Mr S had to chase IPA several times and was promised call backs from a manager, which didn’t happen.
- IPA went on to admit that it had declined the claim incorrectly. It agreed to cover Mr S’s costs and pay him £300 as an apology.
- Mr S didn’t think this was enough, so he referred the matter to the Financial Ombudsman. Our investigation didn’t think the complaint should be upheld so it was passed to me.

I reviewed the complaint and issued a provisional decision awarding more compensation to Mr S. In it, I said:

“I’m intending to uphold the complaint and award more compensation. I’ve focused my comments on what I think is relevant. If I haven’t commented on a specific point, it’s because I don’t believe it affects what I consider to be the right outcome.

IPA has admitted it got things wrong. The crux of the matter is whether IPA has done enough to put things right – and I don’t think it has.

Mr S was dealing with an already difficult situation at the time of his claim. He’d lost hot water while he was caring for his wife, who’d just undergone a serious operation, and his two-week-old newborn baby. This was the context in which IPA’s mistakes occurred – and IPA was aware of this.

By declining the claim, Mr S was left to try to arrange the repair himself. He’s explained in detail how stressful this was at a time when his wife and newborn needed him. He’s described how he was frantically trying to find an engineer who

could source the part in time, because his family desperately needed hot water for hygiene and wound care. I was sorry to see that Mr S's wife hurt herself during this time. I can only consider compensation for distress and inconvenience caused to Mr S as the policyholder. But I think it would have been very upsetting for Mr S to feel like he was being pulled away from his family and they'd suffered – while he was trying to make arrangements that his insurance policy should have provided.

The repair was completed quickly, so I don't think Mr S was without hot water for longer than if IPA had dealt with the claim in the right way. But I do recognise that this would have been an intensely stressful experience for Mr S.

Following this, Mr S was put to further frustration and inconvenience when IPA failed to deal with his complaint properly. It issued the wrong kind of response. It told Mr S the complaint had been resolved when it hadn't. And it promised callbacks that didn't come. This meant Mr S had to chase IPA several times, taking even more time away from his family.

I've considered all this against our published guidelines for compensation. IPA's offer sits in line with awards we've made where there have been repeated small mistakes, or a larger single mistake, requiring a reasonable effort to sort out. These typically result in an impact that lasts a few days, or even weeks, and cause either some distress or inconvenience. But IPA made a large single mistake and several smaller ones – and this caused a lot of both distress and inconvenience.

We generally make higher awards where a mistake has caused considerable distress, upset and worry – and/or significant inconvenience and disruption that needs a lot of extra effort to sort out – and this might apply where a mistake has a serious short-term impact. I'm satisfied the circumstances of Mr S's complaint warrant a higher award.

I've kept in mind that Mr S's hot water was restored relatively quickly – albeit with a lot of distress and inconvenience on his part. Mr S would also like me to consider several things that may have happened if he hadn't taken the steps he did. But I have to consider the facts as they occurred; I can't award compensation for things that didn't happen.

Weighing everything up, I think £450 is a fair amount of compensation for IPA to pay. So, that is what I intend to award. For the avoidance of doubt, this means IPA must pay Mr S a further £150 if it has already paid him the £300 it initially offered."

## **Responses**

IPA agreed to my provisional decision.

Mr S agreed with my provisional decision but pointed out that Mrs S was a joint policyholder. He asked me to consider the impact of IPA's handling of the claim on Mrs S.

I considered this and told the parties that I was intending to award an additional £150 to recognise the impact on Mrs S.

Mr and Mrs S accepted this.

IPA said it thought this was excessive but wouldn't challenge it.

Now that the parties have responded to my provisional decision, and my further thoughts about compensation for Mrs S, I consider it appropriate to issue my 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.

I've reviewed the matter again and I'm still of the opinion that £450 is a fair amount of compensation to award to Mr S for the distress and inconvenience he was put to.

I've considered the additional impact on Mrs S. I think she would have been worried about the loss of hot water and the impact on her health and that of her newborn baby. She was in a very vulnerable state, and I think the additional stress from this would have been upsetting. So, I think it's fair for me to award Mrs S £150.

I've considered IPA's comments but I still think this is a fair amount and is in line with our published compensation guidelines. So, a total of £600 is what I award to Mr and Mrs S, to be reduced by any amount it has already paid.

Therefore, my provisional decision and my comments here are now the findings of this, my final decision.

### **Putting things right**

To resolve this complaint, IPA must pay Mr and Mrs S a total of £600 for distress and inconvenience, to be reduced by any compensation it has already paid.

### **My final decision**

For the reasons I've given, I uphold Mr and Mrs S's complaint about Inter Partner Assistance SA and direct it to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 5 December 2024.

Chris Woolaway  
**Ombudsman**