

The complaint

Mr R complains about the service he received from Inter Partner Assistance SA (IPA) after he made a claim under his home insurance policy following an escape of water.

What happened

Mr R holds a home insurance policy, which includes home emergency cover. The home emergency policy is underwritten by IPA.

On 25 April 2024, Mr R contacted IPA to request emergency assistance following an escape of water in his kitchen. IPA instructed a plumber from a company, which I'll refer to as "M" within this decision, to attend Mr R's property to determine the cause of the leak.

M visited Mr R's home on 26 April 2024. The source of the leak was identified, and M stated that water was escaping from underneath the sink connecting the tap. After locating the cause of the fault, M took photographs of the affected area. It removed the tap and fitted a new tap connector. IPA states that M reported it had tested the tap and left it in good working order before vacating Mr R's home.

Mr R said he contacted IPA in June 2024 to report further issues with his tap. He said, following M's visit, he was left without cold water as he was unable to use the tap. He stated that the tap was wobbly and would rotate 360 degrees when he attempted to use it.

IPA stated that it has no records that show Mr R contacted it in June 2024 about issues with his tap. It said the only contact it had from Mr R following M's visit to his property was on 2 July 2024. And it stated that it asked M to reattend Mr R's home to resolve the issue after receiving contact from Mr R. But it said M wasn't able to attend.

Mr R complained to IPA. He said he'd been left without cold water for an extended period of time. And he said, as a customer with vulnerabilities, what happened had exacerbated issues with his physical and mental health.

IPA investigated Mr R's concerns and upheld his complaint. It recognised there'd been some aspects of poor service and paid him £150 compensation to reflect the delays in resolving issues with his cold water. IPA also offered to reimburse Mr R up to the policy limit for the cost of a plumber attending his home to repair the tap.

Being dissatisfied with how IPA had resolved his complaint, Mr R asked our service to investigate what had happened. Our investigator assessed this complaint and empathised with Mr R. But they didn't recommend upholding his complaint.

Our investigator wasn't persuaded there was evidence to demonstrate that Mr R had contacted IPA about the fault with his tap prior to 2 July 2024. And they thought the compensation paid to Mr R recognised the trouble and upset he'd have been caused by the delay in his tap being repaired. They were satisfied that IPA had met its obligations under the policy. So, they didn't direct it take any further action to resolve Mr R's complaint.

IPA accepted our investigator's view of this complaint. But Mr R disagreed with it and asked an ombudsman to decide his complaint.

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.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities. I'd like to thank Mr R and IPA for the level of detail contained within their submissions. I've read and considered all the information provided. If I haven't specifically referred to a point that Mr R or IPA have made it isn't because I haven't considered it. My decision will focus on what I think are the key issues, which is an approach that reflects the informal nature of this service.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

I'm sorry to hear about the difficulties Mr R experienced here. I know he feels very strongly about this matter. And I appreciate the reasons he's brought his complaint to our service. While I sympathise with him, the issue that I must determine is whether IPA made a mistake, or treated him unfairly, such that it needs to now put things right. And, having thought carefully about everything Mr R and IPA have said, I've reached the same conclusions our investigator reached about this complaint. I appreciate Mr R will be disappointed by this outcome. But I hope he can understand the reasons why I'm not upholding his complaint.

I can see Mr R told our investigator he's unhappy that IPA hasn't remedied the water damage he said his property sustained. I understand that it's recommended he either fund the repair work himself or raise a claim with his household insurer. I recognise why Mr R may wish our service to resolve his concerns as part of this complaint. But, as our investigator explained, this issue wasn't raised as part of Mr R's original complaint. And this means our service can't consider Mr R's concerns until IPA has had an opportunity to investigate them. I can see our investigator has recommended that Mr R raise a new complaint with IPA about this issue, which I think is good advice.

As I explained in background to this complaint, Mr R holds home emergency cover which is provided by IPA. It's this policy of insurance under which Mr R requested assistance. Home emergency insurance is designed to provide an emergency response to specific sudden and unforeseen emergency situations that may arise within the home.

What constitutes an "*emergency*" is defined clearly within Mr R's policy with IPA. Issues affecting "*the internal hot and cold water pipes between the main internal stopcock and the internal taps*" are covered under the policy. So, I'm satisfied the fault Mr R reported was properly recognised by IPA as being an issue it was obliged to provide home emergency assistance for.

The intention of a home emergency policy is to provide a rapid response to issues with essential services within the home, for instance to stop a leak. The focus is on repair rather than replacement. I say this because policies of this nature typically cover the cost for a tradesman to attend the property and will generally cover the cost of repairs and parts. But the policy isn't designed to replace things. And in cases where a home emergency applies,

the policy requires IPA to send an authorised repairer to a policy holder's home but limits their financial responsibility to pay up to £500 including VAT.

I've seen evidence that shows Mr R reported that there was an uncontrollable escape of water within his home on 25 April 2024 at just before 7 pm. He told IPA that water was leaking from a pipe underneath his kitchen sink. I understand that IPA promptly acted on this information and attempted to locate a contractor to attend Mr R's home that evening to provide assistance. However, this wasn't possible and the earliest appointment IPA could secure on Mr R's behalf was on 26 April.

As M attended Mr R's home on the first working day after he notified IPA of a claim under his policy, I'm persuaded a prompt and timely escalation of his concerns took place. And I'm satisfied the obligation IPA had under the policy to provide an authorised repairer was met.

Mr R told our service that, prior to the escape of water occurring in April 2024, his tap was usable. However, he said this changed following M's visit to his home on 26 April 2024. He contends that, while the work undertaken by M isolated the leak, his tap was left in an unusable condition – it was wobbly and would rotate 360 degrees when used.

Mr R said the impact of what happened with his tap meant he was left with no cold water within his kitchen until his tap was repaired, which took place on 3 September 2024. And he's provided very detailed submissions to our service about the way in which this all impacted his health and vulnerabilities.

On the other hand, IPA has asserted that M isolated the leak and undertook a successful repair. It says the tap was tested prior to M leaving Mr R's home on 26 April 2024 and states he was left with a functioning cold tap in his kitchen. This is based on the account M has provided from the plumber that attended Mr R's property to undertake the emergency repair.

There's a significant dispute here between Mr R and IPA in relation to whether he was left with a fully functional cold water tap in his kitchen. There's no independent evidence to corroborate either version. And it isn't possible here to determine whose version of evidence is correct because the balance of probabilities evidential threshold on which I'd need to be satisfied that something is more likely than not hasn't been met.

While I haven't seen enough evidence to persuade me that M caused damage to Mr R's tap and left it in an unusable condition, I can see that IPA accepted Mr R's account despite M's assertion that it wasn't responsible for the condition of the tap. I'm satisfied this was a fair and reasonable approach for it to take here. It demonstrates IPA was keen to assist Mr R in resolving the issues he was facing – particularly given his vulnerabilities.

Mr R has told our service that his cold tap was unusable following M's visit to his home. So, he was affected by this issue from 26 April 2024 until 3 September 2024 when his tap was repaired by another contractor. I'm pleased to see that Mr R is satisfied with the quality of the repair undertaken.

However, while it appears that Mr R was unable to access cold water in his kitchen for over four months, it wouldn't be fair to hold IPA responsible for the entirety of that period. I'll explain why.

IPA has provided business records to our service to assist with our assessment of this complaint. These records disclose that the only contact from Mr R following M's visit to his home was on 2 July 2024. I can see that Mr R accepts there was some delay on his part in reporting the issue with his tap to IPA. He's told our investigator that, due to an exacerbation of his health conditions, he felt unable to contact IPA about the problem with his tap sooner.

I sympathise with Mr R here; I can see from his submissions how stressful this all was for him. But it would be unfair to hold IPA responsible for issues it was unaware of. And, as the evidence demonstrates that he didn't report the issue to IPA until 2 July 2024, I've thought about whether it took reasonable action from that point onwards to resolve matters.

Mr R has told our service IPA refused to resolve the issues with his tap. But I'm not persuaded that's fair. Based on the available evidence, I'm satisfied that once IPA was aware of the issue affecting Mr R's tap it contacted M to ask it to resolve the problem. However, I understand that, due to a change in business structure with M, IPA wasn't able to instruct it to attend.

I can see that IPA considered alternatives on Mr R's behalf. I say this because it offered a reimbursement up to his policy limit for him to appoint a plumber of his choice to attend his home address and resolve the issue with his tap. I'm satisfied this offer was reasonable.

I understand that, due to Mr R's health and financial vulnerabilities, he felt unable to appoint and pay for a plumber. So, this added to the delay in his tap being repaired. I'm satisfied IPA responded sympathetically and proactively to these vulnerabilities in arranging for Mr R's tap to be repaired on his behalf.

As I've already mentioned, Mr R's tap was repaired by another contractor on 3 September 2024. This was just over two months after he reported the issue to IPA. It's paid him £150 in compensation for the delay he experienced. I understand it had initially offered to pay him £75. But it increased that offer to £150 following discussions with Mr R. I'm satisfied this demonstrates that IPA was empathetic and responsive to the concerns Mr R had shared about this way in which this all impacted his vulnerabilities, health and wellbeing.

It appears that Mr R is unhappy with the amount of compensation offered. So, I've carefully assessed whether the amount IPA offered is reasonable here.

We aren't here to punish businesses. And, when deciding what potential compensation to award, I must take two things into account: financial loss as a result of any business error and non-financial loss, including inconvenience and upset.

Mr R hasn't shared any evidence to show that he incurred a financial loss as a result of the service he received. So, I can't make a compensation award here that covers financial loss.

When considering awards for non-financial loss there isn't a set formula that we use to calculate awards for particular errors. It's my role to consider what impact the business' actions have had on the consumer and to decide, within guidelines set by our service, whether compensation would be appropriate in the circumstances.

It's clear that Mr R was caused trouble and upset as a result of what happened. He was inconvenienced and I don't doubt he'd have been frustrated. I'm satisfied that an award of compensation is appropriate. And I'm persuaded that the £150 compensation already paid by IPA to resolve this complaint is fair and proportionate to what happened. It's in line with our approach in similar scenarios and it's what I would have directed IPA pay if no compensation payment had been made.

In the overall circumstances of this complaint, I'm satisfied that the compensation paid by IPA is fair and reasonable. I haven't seen enough evidence to persuade me that a higher award is warranted here. So, I'm not intending to increase the compensation already paid.

I appreciate that Mr R feels very strongly about the issues raised in this complaint and I've carefully considered everything he's said. But I'm not going to uphold his complaint for the reasons outlined. This now brings to an end what we, in trying to resolve Mr R's dispute with IPA, can do for him. I'm sorry we can't help Mr R any further with this.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 17 January 2025.

Julie Mitchell
Ombudsman