

## **The complaint**

Mrs and Mr H are unhappy Inter Partner Assistance SA (“Inter Partner”) didn’t cover the cost of repairing damage to their home under their home emergency insurance policy following a water leak. They’ve also complained their subject access request (“SAR”) wasn’t handled correctly.

All references to Inter Partner include their agents.

## **What happened**

Mrs and Mr H took out a property insurance policy in August 2023. And they took out home emergency cover as an add on. This complaint is about the home emergency cover only. In November 2023, Mrs and Mr H called the emergency line provided under the home emergency policy as they were experiencing water coming through their roof. They explained to the call handler that there was a storm which they thought had caused damage to their roof allowing water to get into the property. They said the water had damaged the plasterboard in the ceiling and was dripping inside the property.

During the call, the call handler explained that a claim wouldn’t be covered as Mrs and Mr H’s policy only covered specific things. So Mrs and Mr H raised a complaint. They said the policy terms say they’d be covered for call outs and up to £500 towards repairs including temporary roof repairs for damage caused by bad weather.

Around December 2023, Mrs and Mr H made a SAR to the seller and administrator of the policy who I’ll call “B”. In particular, they wanted the calls in which they reported the leak. B declined Mrs and Mr H’s request as it said all claim records were held by Inter Partner. So it directed Mrs and Mr H to send a request to it instead. Mrs and Mr H responded a number of times explaining the Information Commissioner’s Office (“ICO”) said they could request the information from any organisation within the insurance group. And they didn’t think it was reasonable they had to make a separate SAR. So they raised a complaint about this.

Inter Partner didn’t think it had done anything wrong in declining Mrs and Mr H’s claim. And it said it issued their data, including the call recording, in July 2024 – around a month after they made the SAR directly to it.

Dissatisfied with the outcome of their complaint, Mrs and Mr H asked our service to look into things. Our Investigator didn’t uphold the complaint as she agreed the claim was correctly declined under the policy terms. She also thought Inter Partner had provided all available information in response to the SAR. As the complaint wasn’t resolved at that stage, it was passed to me to decide.

Before issuing my findings, I contacted the ICO and asked Inter Partner for more information about the SAR. And whilst Inter Partner’s data protection officer said they have separate data controllers and manage SARs separately, they’d usually expect B to forward SARs on in a situation like this.

I issued a provisional decision on this complaint in April 2025. I thought the complaint should be upheld in part and Inter Partner should pay Mrs and Mr H £250 to make up for what had gone wrong, in summary because:

- The policy terms say roofing and damage to the roof isn't covered. And as the damage was caused by a water ingress through the roof, I was satisfied Inter Partner reasonably declined the claim as it wasn't covered under the terms.
- I could understand why Mrs and Mr H had made a SAR to B but it seemed to me the information they wanted was stored by Inter Partner and not B.
- I thought B acted on Inter Partner's behalf in its dealings with Mrs and Mr H and it would've been fair and reasonable for it to have passed the SAR to Inter Partner considering they provided the policy in partnership.
- Mrs and Mr H were caused unnecessary inconvenience and upset at an already difficult time for them. And if B had passed the SAR on, they would've received the requested information several months earlier.

I asked both parties to provide any further comments before I reached my final decision. Inter Partner accepted what I'd said. Mrs and Mr H didn't accept my provisional decision. They said in summary:

- They understood long before they raised the SAR in December 2023 that they could lodge it with any party in an insurance group.
- I had been misled and was biased in favour of Inter Partner. They highlighted a part of my provisional decision in which I'd said B said all claim records were held by Inter Partner. Instead, they say, in B's email sent on 27 December 2023, it had actually referred them to the underwriter and administrator of their buildings insurance policy.
- They hadn't made a claim on their home emergency policy.
- They thought the complaint about the SAR should be against B and not Inter Partner.

Mrs and Mr H made several other comments about a different complaint we'd looked into for them and the service we've provided. But as this complaint is about the home emergency policy provided by Inter Partner, I've only considered the comments relevant to this 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.

I've thought carefully about the further information Mrs and Mr H have provided but it hasn't changed my outcome and I'm upholding this complaint in part.

I understand Mrs and Mr H have been through a difficult time both in relation to this complaint and personally. So I thank them for taking the time to respond.

In response to my provisional decision, Mrs and Mr H have said there are many points they've raised that I haven't considered. I want to assure them I've carefully looked at and considered all of the information I've been given by both sides. I haven't responded to every point made either here or in my provisional decision and, I'm satisfied I don't need to do so in order to reach a fair outcome. Instead, I've focussed on what I think are the key issues.

Mrs and Mr H say they didn't make a claim on their home emergency policy and I accept this but I don't think that makes a difference here. They're unhappy the cost of repairing the damage to their property wasn't covered – and that's what I've considered.

I appreciate Mrs and Mr H know they could've lodged their SAR with any party in the insurance group. But as I explained in my provisional decision, from the information I've seen, I don't think it's entirely as straightforward as that as it depends on the arrangements within the businesses. In any event, I did think B could've passed the SAR onto Inter Partner to ensure Mrs and Mr H were being treated fairly and reasonably.

In my provisional decision, I said around December 2023, Mrs and Mr H made a SAR to B. It declined their request as it said all claim records were held by Inter Partner. Mrs and Mr H say this statement was incorrect as in its email from 27 December 2023, B referred them to the underwriter of their property insurance policy and its managing agent, not Inter Partner.

I would like to clarify, Mrs and Mr H made a SAR for the call recordings held by Inter Partner in December 2023. The response from B I was referring to was sent on 3 January 2024 in which it directed Mrs and Mr H to Inter Partner. But, in any event, I don't think this makes a material difference to the outcome of this complaint and I don't agree it shows I've been misled by the parties, particularly as I've got this information from the email chain Mrs and Mr H provided.

Mrs and Mr H consider the complaint about their SAR not being passed on should've been set up against B. And considering their contact was with B, I can see why. But I'm satisfied B acted on behalf of Inter Partner in its dealings with Mrs and Mr H. So I think it's fair to consider that complaint as part of their overall complaint about Inter Partner.

I'm sorry Mrs and Mr H feel that I have shown bias towards Inter Partner. I can assure them that's not the case and I have considered everything both sides have said very carefully. But for the reasons I set out in my provisional decision and above, I uphold this complaint in part and direct Inter Partner to pay Mrs and Mr H £250 to make up for what's gone wrong.

### **My final decision**

For the reasons I've given, I uphold Mrs and Mr H's complaint in part and direct Inter Partner Assistance SA to put things right by doing what I've said above. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 12 June 2025.

Nadya Neve  
**Ombudsman**