

The complaint

Mr H complains about how Inter Partner Assistance SA (IPA) dealt with and settled a claim he made under his home emergency insurance policy.

What happened

Mr H holds a home emergency policy, which is underwritten by IPA.

On 2 January 2025, Mr H used IPA's online portal to report a home emergency claim. He said his roof was leaking causing an ingress of water into his property as a result of recent adverse weather. Mr H's claim was accepted, and IPA instructed a contractor, which I'll refer to within this decision as "J", to undertake a temporary repair.

J visited Mr H's property on 3 January 2025 and was unable to access the roof using ladders due to the weather conditions. A tower scaffolding was erected, and J took photographs of the roof. It identified slipped and cracked tiles as well lead flashing that had lifted during poor weather conditions.

In order to undertake a temporary repair, J sealed down the lead flashing and covered the affected tiles using flash band tape. J said it advised Mr H this was a temporary repair and he'd need to arrange a permanent repair as soon as possible.

Subsequent to J's visit, Mr H contacted IPA to request further assistance. He stated J had only partially repaired the roof during its visit because it hadn't repaired the downpipe, which had been damaged during the storm. But IPA declined to provide assist further stating that issues relating to a downpipe weren't covered under Mr H's home emergency policy.

Mr H complained about the quality of the work J had undertaken and IPA's decision not to provide further assistance. He told IPA that in addition to J not completing a proper and full repair on 3 January 2025 it had incorrectly invoiced the use of scaffolding which Mr H was adamant hadn't been used in undertaking a repair at his property.

IPA issued its final response to Mr H's complaint on 5 February 2025. It didn't uphold his concerns. It was satisfied that the repair had been undertaken to an acceptable standard to the areas of the roof that would allow water to penetrate inside Mr H's property, which was what the policy required. And it explained it had seen photographs taken by J which evidenced that a scaffolding tower had been used to access the roof. IPA further stated that a leaking downpipe wouldn't be covered by the policy as this wouldn't cause a home emergency. IPA therefore maintained that its decision not to provide further assistance was fair and in line with the policy terms.

Being dissatisfied with how IPA had dealt with his complaint, Mr H referred it to our service. Our investigator assessed the evidence provided and empathised with Mr H. But they thought IPA had shown evidence that a temporary repair had been undertaken to an acceptable standard in line with the policy. And they were persuaded by IPA's submissions that the downpipe wasn't covered under the terms of the home emergency policy. So, they didn't recommend upholding this complaint or direct IPA to take further action to resolve it.

IPA accepted our investigator's view of this complaint. But Mr H rejected it and requested an ombudsman decision. So, I've been asked the fairest way to decide 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'm sorry to hear about the difficulties Mr H experienced here. I know he feels very strongly about this matter and I appreciate the reasons he brought his complaint to our service. However, while I sympathise with Mr H, 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.

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've read and considered all the information provided by Mr H and IPA, but I'll concentrate my decision on what I think is relevant to decide the complaint. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is the right outcome.

Insurers must deal with claims promptly, fairly and must not unreasonably decline a claim – as set out in the Insurance Conduct of Business Sourcebook (ICOB5). I've considered this and the Consumer Duty together with other relevant rules and guidance when determining this complaint.

Based on the chronology of events, I'm satisfied that IPA promptly responded to Mr H's request that it assist him with a claim. It appointed a contractor to attend Mr H's property at the earliest convenience and this resulted in the contractor being able to undertake a temporary repair the day after IPA was notified of the claim online. This is in line with the policy terms which refer to a contractor attending to an emergency within 24 hours of the claim being notified.

I've carefully considered the written evidence provided by IPA and J in assessing Mr H's concern about the quality of the work that was undertaken on 3 January 2025. I've also seen photographs that were taken by J when it attended Mr H's property to assess and repair his roof.

As I mentioned in the background to this complaint, J undertook a temporary repair of the roof under the remit of Mr H's home emergency insurance policy. As Mr H holds gold home emergency insurance he's covered for emergencies affecting his roof.

Mr H's home emergency insurance policy defines an emergency as *"the result of a sudden and unforeseen incident at the property which immediately:*

- 1. Exposes the insured or a third party to a risk to their health or;*
- 2. Creates a risk of loss of or damage to the property and/or any of your belongings or;*
- 3. Renders the property uninhabitable".*

Where a policyholder reports an emergency, the policy permits emergency repairs, which it defines as *"work undertaken by an approved contractor to resolve the emergency by*

completing a temporary repair". IPA isn't obligated under the policy to complete a permanent repair – the policy specifically states that a policyholder will need to replace the temporary repair with a permanent one, which it won't be responsible for.

Here J said it accessed Mr H's roof using tower scaffolding as weather conditions prevented it from using a ladder to ascend the roof. I know Mr H disputes that, but I accept what J has said about erecting scaffolding as I've seen photographs showing the scaffolding in situ at Mr H's property.

Having accessed the roof, J said it observed slipped and cracked tiles and lead flashing that had lifted. Again, I accept what it says about that because this is corroborated by the photographs it took that show the condition of the roof during its visit to Mr H's property.

J states it sealed the lead flashing down and covered the affected tiles using flash band tape to effect a temporary repair. I'm satisfied that flash band tape is a common material used in temporary repairs to roofs. It's a material that bonds instantly to most building materials to provide a watertight seal. So, it was reasonable for J to use this tape to undertake a temporary repair and the photographs I've had sight of confirm the repairs were carried out. Given the areas of damage observed, the use of the tape was appropriate to mitigate the risk of water ingress from further adverse weather conditions and allow Mr H opportunity to arrange a permanent repair.

I understand that Mr H is unhappy that J didn't repair the damage caused to his downpipe as a result of adverse weather conditions. He said the downpipe was leaking onto his roof. And he doesn't accept IPA's explanation that this isn't covered by the terms of his home emergency policy. So, I've gone on to consider whether IPA's refusal to cover this damage was fair and reasonable and in line with the policy terms.

The policy outlines that issues relating to the roof may include "*sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather*". There's no mention of damage caused to gutters or downpipes within the policy. And as our investigator explained, where the policy doesn't define the term roof or roofing, the dictionary definition applies, which according to the Oxford dictionary is "*the structure forming the upper covering of a building*".

Mr H believes that the downpipe is part of the roof and therefore falls within the remit of the policy terms. But I'm not persuaded by this argument. I say this because of the general dictionary definition of the term roof. And I also bear in mind that, in general, a downpipe isn't considered part of the roof itself but an essential component of the roof's drainage system. It connects the roof guttering to a drainage system, carrying rainwater away from the building's foundation and preventing issues like damp walls, foundation flooding, and mould.

Furthermore, here I'm satisfied that the condition of Mr H's roof when J attended was such that the issues requiring emergency repair were that the lead flashing had lifted and the tiles had slipped and cracked. These were the issues that had left Mr H's property vulnerable to water ingress from further adverse weather conditions. Once the temporary repair to these areas had been completed, the roof was much less susceptible to ingress of water. So, even if the downpipe continued to leak onto the roof where the tiles had been cracked and the lead flashing had lifted, this area had already been temporarily sealed by J.

In view of the above, I think it was reasonable for IPA to say issues relating to a leaking downpipe isn't considered to be a home emergency that require emergency attention. A damaged downpipe doesn't immediately expose an insured or a third party to a risk to their health or create a risk of loss of or damage to the property or belongings or render the property uninhabitable, which is what's required under the policy terms in order for the

problem to qualify as an emergency.

I'm aware that, initially, Mr H was informed that issues relating to the downpipe weren't covered as this was maintenance issue, which was incorrect. This was unhelpful and caused confusion. IPA later corrected this miscommunication by explaining that downpipes aren't covered as they aren't considered to be a home emergency. While the information initially given was incorrect, this didn't change the outcome of the claim because, for the reasons set out above, IPA was correct when it said downpipes weren't covered under Mr H's home emergency policy. It follows that I'm not directing IPA to pay compensation to Mr H in relation to miscommunication during the initial stages of his claim.

I'm also aware that Mr H has referred to IPA informing him that issues with his downpipe would be covered during a telephone call at the outset of his claim. This wasn't part of the complaint Mr H referred to our service and this wasn't addressed by IPA in its final response. So, his concerns about mismanagement can't be addressed as part of this complaint. If Mr H wishes to pursue concerns about this further, he'll need to refer any concerns about what he may have been told by IPA over the telephone back to it so it can investigate.

I recognise that Mr H feels very strongly about the issues raised in this complaint and I've carefully considered everything he's said. But for the reasons outlined, I'm satisfied IPA has acted fairly here. So, I won't be upholding Mr H's complaint or asking IPA to take any further action. This now brings to an end what we, in trying to resolve Mr H's dispute with IPA, can do for him. I'm sorry we can't help Mr H further on 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 H to accept or reject my decision before 29 September 2025.

Julie Mitchell
Ombudsman