

The complaint

Mr H complains Inter Partner Assistance SA (IPA) declined the claim he made under his home emergency insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. At the end of October 2024 Mr H unfortunately experienced a leak at his property when using the shower and so he reported a claim to IPA under his home emergency insurance policy. Mr H said he was told an engineer would visit his property that day but it wasn't until the following day an engineer attended.

When the engineer attended Mr H's property, they told Mr H as he had other bathing facilities in the property, they would be unable to repair the issue. Mr H arranged for his own plumber to repair the leak and raised a complaint with IPA.

IPA acknowledged a handler error had caused a delay in an engineer attending Mr H's property and so agreed to pay Mr H £200 compensation. It said Mr H's claim wasn't covered as he had another bathing facility available to him and so the event being claimed for wasn't considered an emergency. It sent Mr H a summary resolution communication on 1 November 2024. Mr H referred his complaint to this Service.

Our investigator looked into things. She said she thought it was reasonable for IPA to conclude the leak wasn't an emergency and thought the £200 compensation it had offered Mr H was reasonable in the circumstances.

Mr H didn't agree with our investigator. He said the policy terms were misleading around him having a second bathing facility and so felt the policy had been mis-sold.

As Mr H didn't agree with our investigator, the complaint has been passed to me to decide.

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 want to acknowledge I've summarised Mr H's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr H and IPA I've read and considered everything that's been provided.

I also want to make clear what I've considered as part of this decision. Mr H has said he believes his policy has been mis-sold. However, IPA weren't responsible for the sale of Mr H's policy and so I'm unable to consider a complaint about the sale against it. Mr H will need to raise this with the business responsible. As part of this decision, I've considered the way IPA handled Mr H's claim and its decision to decline it.

The relevant rules and industry guidelines explain IPA should handle claims promptly, fairly and shouldn't unreasonably reject a claim. IPA have said it declined Mr H's claim as the event he was claiming for wasn't considered an emergency. This is because he had separate bathing facilities available to him. Mr H has said this isn't clear within the terms of the policy, and he wasn't confident using the other bathing facilities given the leak. So, I've considered whether IPA were reasonable to decline to cover Mr H's claim.

The terms of Mr H's policy explain IPA provides cover for a home emergency. A home emergency is defined in the policy as:

'A sudden unexpected event, which in the insurer's opinion requires immediate action to:

- a) Prevent damage or further damage to your home; or*
- b) Make your home safe or secure or habitable.'*

Mr H has confirmed the leak in his property only occurred when the shower was in use. So, I'm not persuaded immediate action was required to prevent damage or further damage to Mr H's home. Unless he was using the shower, no further damage was being caused to his home. And, I don't think use of the shower had any impact on whether Mr H's home was safe or secure. So, I've considered whether Mr H being unable to use his shower meant immediate action was required to make his home habitable.

The photographs provided of Mr H's property show his bathroom has separate shower and bathing facilities. Therefore, if Mr H was able to use the separate bathing facilities, I don't think being unable to use the shower would have meant his home wasn't habitable.

An engineer attended Mr H's property on 29 October 2024. And whilst they didn't carry out any repairs, the company the engineer was employed by has said the engineer isolated the shower and determined the leak was from the shower waste trap. So, I'm persuaded Mr H was unable to use his shower, but not that he was unable to use the other bathing facilities available to him.

Mr H has said he wasn't confident using the other bathing facilities as he was afraid this would cause further damage. Whilst I acknowledge Mr H's concerns, I've not seen persuasive evidence using his bathing facilities would cause any further damage to his home. Whilst he has had repairs carried out, he hasn't been able to provide a report from the contractor who carried out these repairs. Based on the evidence available, I'm persuaded Mr H was able to use his other bathing facilities and so immediate action wasn't required to make his home habitable.

Mr H has also said the leak caused his electrics to trip and so was without lights downstairs in his property until he arranged for his own contractor. Whilst I acknowledge the lack of lights downstairs would have been an inconvenience, I'm not persuaded this would meet the policy definition of a home emergency. I've also not seen any evidence of the electrical issue Mr H experienced or what repairs were carried out to resolve this.

As I don't think the incident Mr H has claimed for meets the policy definition of a home emergency, I think it was reasonable for IPA to decline Mr H's claim.

IPA have acknowledged it made errors when handling Mr H's claim. It took down Mr H's telephone number incorrectly which delayed an engineer attending his property. It has offered Mr H £200 compensation and so I've considered whether this is reasonable to acknowledge the impact caused to him.

I think Mr H has been caused distress and inconvenience due to the way IPA handled his claim. He has spent unnecessary time trying to contact IPA to arrange the engineer visit. Additionally, the delay in an engineer attending his property delayed him arranging his own contractor, leaving him unable to use his shower and downstairs lights for longer than necessary. Taking this into consideration, I think the £200 compensation IPA have offered fairly takes into consideration the distress and inconvenience Mr H has been caused by its errors.

I know this will be disappointing for Mr H, but for the reasons I've outlined above I think IPA have acted reasonably when declining his claim and have appropriately compensated him for its errors.

My final decision

Inter Partner Assistance SA have already offered to pay Mr H £200 compensation to settle the complaint and I think this is fair in all the circumstances.

So, my decision is Inter Partner Assistance SA should pay Mr H £200 compensation if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 30 July 2025.

Andrew Clarke
Ombudsman