

The complaint

Mr R complains about Inter Partner Assistance SA (“IPA”) and their decision to refuse arranging trace and access to locate a water leak at his home. Mr R also complains about IPA’s engineer’s failure to attend his property on the date agreed.

What happened

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Mr R held a home insurance policy which included additional home emergency (“HE”) cover, which was underwritten by IPA, when he discovered a water leak at his home. So, he contacted IPA to make a claim on this HE policy.

IPA accepted the claim, and arranged for an engineer, who I’ll refer to as “X”, to attend Mr R’s home. And X isolated the first leak but advised Mr R that a second leak would require trace and access to locate, which would need to be arranged through his separate home insurer, who I’ll refer to as “B”, who underwrote his building and contents insurance. And IPA reiterated this message to Mr R when he called them. Mr R was unhappy about this, so he raised a complaint.

Mr R explained why he thought trace and access was covered under his HE policy that IPA underwrote. So, he explained why he wanted IPA to cover the cost he had incurred to locate the leak himself, plus interest and compensation for the inconvenience he’d been caused. IPA responded to the complaint and didn’t uphold it. They set out why they felt they had acted fairly when referring Mr R to B to arrange trace and access, explaining this work wasn’t covered under the HE policy they provided. But as a gesture of good will to recognise Mr R’s belief the policy was misleading, they offered to contribute £250 towards any costs he incurred if he arranged this trace and access work himself, with his own engineer.

Mr R was unhappy with this response. And when expressing this unhappiness, he also expressed his unhappiness with X’s failure to attend his property on the day he made the claim, setting out the inconvenience this caused. From the information I’ve seen, IPA provided no further response and so, Mr R referred his complaint to us.

Our investigator looked into the complaint and didn’t uphold it, over two separate outcomes. Both parties have had sight of these and so, I won’t be recounting them in detail. But to summarise, our investigator set out why they thought IPA acted within the policy terms and conditions when refusing to arrange trace and access, instead directing Mr R to B.

And they explained why they hadn’t considered Mr R’s complaint about X failing to attend his property when they should have, as they hadn’t seen evidence of this being raised with IPA before they issued their complaint response.

Mr R didn’t agree, providing several comments setting out why. These included, and are not limited to, Mr R’s continued belief that his HE cover did, and should, cover trace and access.

And he maintained he had raised a complaint about X's attendance with IPA and so, why this should be considered by our service. Mr R continued to disagree and so, the complaint was passed to me for a decision.

I issued a provisional decision on 4 June 2025, where I explained my intention not to uphold the complaint, providing additional reasoning to that of our investigator. Within that decision I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, it's my intention to not uphold the complaint. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to make it clear what I've considered, and why. I note our investigator set out why they didn't feel they could consider Mr R's complaint about the delay in X's attendance. And I agree with our investigator that I've seen no evidence to show Mr R did raise his concerns about this with IPA before IPA's complaint response.

But crucially, I can see Mr R did make this issue reasonably clear to IPA following this complaint response in an email sent after this date. And I can't see IPA answered or addressed this point within eight weeks of them receiving it. So, in line with our services inquisitorial remit and considering Mr R is able to bring a complaint to our service once eight weeks have passed from him making IPA aware of it, I'm satisfied it's appropriate to consider this complaint point within this decision. So, this is what I will do later within the decision.

But first, I want to focus on the main aspect of Mr R's complaint, which centres around whether or not the policy IPA are responsible for covers trace and access. And to do this, I've carefully reviewed the policy terms and conditions.

To be clear, Mr R held a home insurance policy, which included building and contents cover, underwritten by B. When Mr R contacted IPA, he was making a claim on a separate, additional HE policy, which was included within the home insurance policy overall. So, only the terms and conditions shown in Section 7 of his policy apply.

Within these, before IPA set out what they will and won't cover, they provide a series of definitions. Included within these was a definition for "trace and access".

I want to make it clear that this definition, and any of the other definitions, are not intended to represent what the policy covers. Instead, they provide definitions of terms to make the policy easier to follow. So, I'm not persuaded that by IPA mentioning trace and access here, they were agreeing this was work they would cover.

Following the definitions, the policy then sets out what IPA would cover customers like Mr R for. At the very top of this table, it makes it reasonably clear that IPA "will only pay for the emergency repairs". And throughout the rest of this section, there is no mention of trace and access being covered.

In fact, the only mentions of trace and access again within the terms are found under the "what is not covered" sections of the policy, where IPA make it clear that they won't cover "the cost of reinstatement, resulting from trace and access".

So, having read through Section 7 which details the terms and conditions of the policy IPA provide, I'm satisfied that trace and access wasn't something IPA covered. And, that they acted fairly by directing Mr R to contact B to organise this work, which is covered with a significant policy limit in the buildings and contents sections B underwrote separately. So, it follows that I don't intend to direct them to cover all the costs he's incurred or compensate him for the impact of them reaching this decision.

But I recognise IPA offered to pay Mr R up to £250 towards any costs he incurred himself arranging this trace and access directly with his own engineer. And I note this was offered as a gesture of good will, to recognise any confusion Mr R may have been caused by the wording of the policy.

While I'm satisfied IPA made it reasonably clear to Mr R in both written and verbal communication to him directly that they wouldn't cover trace and access, I can understand how the way the policy was structured could cause some level of confusion. So, I'm satisfied this offer from IPA is a fair one and crucially, at a financial level more than what I would have expected them to make. Should Mr R provide IPA with qualifying evidence to show the costs he incurred, I would expect IPA to ensure this offer is fulfilled.

I then turn to Mr R's concerns about X's failure to attend on the day he raised his claim. I don't intend to dispute Mr R's testimony that he was initially led to believe X would attend on the same day he made his claim. And, that X didn't attend until a day later, as IPA's system notes all seem to fall in line with this timeline of events.

But crucially, while I recognise this would not have been ideal for Mr R, I'm not persuaded this caused a level of inconvenience that requires IPA to compensate him or do something more. While I appreciate Mr R had to wait up for X to attend, I must take into consideration the fact he was already at home and so, he didn't need to alter plans to ensure he was present for the missed attendance. And, that a level of inconvenience is always likely to be suffered in escape of water claims, through no fault of a business such as IPA.

When this is considered against the fact Mr R raised his claim at 7pm on that day, and X did attend on the morning of the following day and so, within 24 hours, I'm satisfied X attended in a reasonable amount of time considering Mr R was claiming on a HE policy, where swifter response times are required. Because of this, I don't intend to direct IPA to do anything more."

Responses

Mr R didn't agree with the provisional decision, providing several comments explaining why. These included, and are not limited to, Mr R assertion that X wasn't able to isolate any leak and instead completed no work, advising trace and access would instead be required. Mr R also continued to reiterate why he felt there was no mention of trace and access not being cover by his HE policy, as well as setting out how X's failed attendance on the evening he reported his claim impacted him, due to his medical treatment he received on the same day.

Finally, Mr R made reference to previous decisions made by our service, explaining why he thought my decision should follow the same conclusion, referring to legal principles, before querying why my decision had not address an issue he raised about our service directly.

IPA didn't respond to the provisional 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.

Having done so, I won't be changing my original conclusion and so, I'm not upholding the complaint. My provisional decision, and the reasoning above, has been sent to both parties and it's copied above. So, I don't intend to reiterate this again.

Instead, I will focus on the points Mr R has made in response to this provisional decision, to explain why my decision remains the same. And again, I want to make it clear that I may not address every point Mr R has put forward, in line with our services informal approach. I will focus on the points I'm satisfied are pertinent to the decision I've reached.

I note Mr R has disputed the version of events I set out in my provisional decision. And I want to reassure Mr R I have fully considered all his testimony put forward before reaching my conclusion. To be clear, I've seen X's notes following their attendance, which stated an initial leak had been isolated and that trace and access would be required for an additional leak. I recognise Mr R disputes this, and he's reiterated what he feels did happen in response to my provisional decision.

Unfortunately, I wasn't present at the time of the attendance and so, I must make assumptions on what is most likely to have happened, based on the evidence and information available, in line with our services approach. In this situation, as X was the attending engineer and the expert in this situation, I relied on the notes X provided documenting the actions they took.

Even if these were inaccurate, in both X and Mr R's testimony, further trace and access work was required and I note it's IPA's refusal to arrange, or cover the cost of, this work that was in dispute. So, in both testimonies, I'm satisfied Mr R would have been left in the same position where further trace and access was required to locate an outstanding leak. So, my decision hasn't changed because of this.

I then turn to Mr R's additional comments regarding the policy wording, and IPA's refusal to arrange the trace and access work required. I made my initial reasoning clear within my provisional decision but to add to Mr R's comments, while I don't disagree that there wasn't a set exclusion for trace and access work, I must make it clear that our service doesn't expect a business to set out everything that isn't covered under the policy, as this wouldn't be feasible or reasonable to expect. And further to this, there was also no mention of this work being covered under the HE policy IPA underwrote. So, I remain satisfied that trace and access work wasn't an insurable cost that the policy IPA provided covered.

I recognise Mr R has referred to legal principles that he feels supports his position. But I must be clear our service doesn't make legal determinations as we are an alternative to the courts. Instead, we consider whether a business has acted fairly and reasonably, in the individual circumstances of the complaint brought to us. So, that means that any decision we reach is also independent to any previous decisions that have been made. In this situation, I remain of the opinion that IPA acted fairly and reasonably when initially declining to cover the work, before offering to cover £250 of any work Mr R arranged himself, subject to satisfactory evidence of this work being provided.

I say this because within 24 hours of Mr R reporting his claim, IPA had made Mr R aware that trace and access wouldn't be covered but that he could contact B to arrange this.

So, even though IPA themselves have accepted the layout of their policy could have been clearer, I'm satisfied IPA themselves have provided Mr R with the correct information within a reasonable time period, considering they offer an emergency product.

This also follows regarding the missed attendance by X. I want to be clear to Mr R that I have read his submissions, and I don't dispute X failed to attend on the evening the claim was reported, as this is also made clear in IPA's system notes. I explained in my provisional decision that I didn't intend to dispute Mr R's testimony for ease of reading, as I didn't feel it was necessary to discuss the merits of the complaint point as I was satisfied it was accepted by both parties.

I want to thank Mr R for providing further information regarding the impact this failed attendance had, specifically how the medical treatment he received that day made the situation more inconvenient. I've thought about this carefully and while this may come as a disappointment to Mr R, my decision remains the same.

While I do appreciate how this treatment would have made mopping up the water leak more difficult, I must consider the fact that IPA weren't responsible for the leak itself, and a leak of this nature will always create some form of inconvenience that IPA couldn't control.

And even if X had attended when they should have on the evening the claim was made, from Mr R's testimony and X's notes of the attendance the next morning, the leak would always have remained and so, Mr R's worry about the damage being caused would also have remained, including the need for him to monitor the leak and empty the bucket as he described.

Further to this, I must also take into consideration the fact that from Mr R reporting the claim, R were able to arrange for an attendance of X and then convey the need for Mr R to contact B to arrange trace and access, within 24 hours of the claim being reported. And when doing so, I've seen no evidence to show they were aware of Mr R's medical situation, or that they were able to consider this when processing the claim at the time. So, I'm satisfied this is a reasonable amount of time, considering their need to act swiftly as the provider of a HE policy.

So, because of the above, I won't be upholding the complaint as I'm satisfied IPA have acted fairly and reasonably when processing the claim and then offering to pay £250 towards any costs Mr R incurred, subject to satisfactory evidence being supplied to them.

My final decision

For the reasons outlined above, I don't uphold Mr R's complaint about Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 22 July 2025.

Josh Haskey
Ombudsman