DRN-5733916

The complaint

Mr and Mrs K complain about the response of Inter Partner Assistance SA ('IPAS') to a claim on their home emergency policy.

Much of Mr and Mrs K's dissatisfaction relates to the actions of IPAS' appointed agents. As IPAs have accepted responsibility for the agents' actions, in my decision, any reference to IPAS should be interpreted as also covering the actions of their agents.

What happened

The background to this complaint is well known to Mr and Mrs K and IPAS. I won't repeat in detail what's already known to both parties, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

On Wednesday 29 January 2025 Mr and Mrs K contacted IPAS to let them know they had a problem with their toilet. IPAS arranged for a plumber to visit the next day (30 Janaury 2025). A plumber visited but was unbale to carry out a lasting and effective repair – as they needed a part for the toilet. They explained a 'workaround' to Mr and Mrs K. The repair eventually took place the following week.

Mr and Mrs K raised a complaint with IPAS about their response to the claim, the time taken and the impact on their family. IPAS partially upheld the complaint and offered £150 to recognise that their response to the claim caused distress and inconvenience for Mr and Mrs K. But they remained unhappy and referred their complaint to our Service for an independent review. Our Investigator considered the complaint, but didn't recommend that it be upheld. As the dispute remains unresolved, it's been referred to me for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

The scope of my decision

It's not in dispute that IPAS have let Mr and Mrs K down. I say this because they've made an offer of compensation in recognition of failings. My decision will focus on whether the offer made goes far enough to recognise the impact on Mr and Mrs K.

In their referral to our Service, Mr and Mrs K stated:

> *"I do not want anybody to experience what my family experienced…I want a resolution that impacts the provider and contractor and forces change in how they do things. If that is more compensation then that would be acceptable"*

I can only consider the actions of IPAS when responding to this claim. I can't instruct a business on how they should run their operations - as that's beyond my remit.

Whilst I'm very sorry to hear of the impact of this claim event on Mr and Mrs K's family, as Mr and Mrs K are the policy holders (and eligible complainants), I can only consider the impact of IPAS' actions on them and not directly on their young family.

My key findings

IPAS have accepted that their response to this claim caused Mr and Mrs K avoidable distress and inconvenience.

IPAS were notified of the issues with the toilet late on Wednesday 29 January 2025. It was around 9pm. Given the nature of the home emergency (toilet overflowing) it wasn't realistic that a plumber would be available to attend until the following day. I find that initially, IPAS responded in a timely manner.

The plumber needed to order a new part for the toilet. It's unfortunate that there was a short delay in ordering the part, but issues with the availability of parts can often arise. This was beyond the control of IPAS. I find that IPAS acted in line with the policy terms, which stated:

> *"If our engineer does not carry the spare parts required on the day of your appointment, we will do all we reasonably can to find and install parts from our approved suppliers, using new parts or some parts which have been reconditioned by the manufacturer or approved third parties."*

However, there was also a short delay ordering the correct part and IPAS have recongised this failing.

It's clear that Mr and Mrs K felt let down by the time that passed between the initial visit and the repair taking place. They've said they used their neighbour's toilet. Whilst it's fortunate that they had this option, this too will have caused them inconvenience.

I've had to weigh this up against IPAS explaining a temporary workaround to allow Mr and Mrs K to be able to continue to use the toilet. I do note Mr K's comments about the inconvenience following this method caused, but I also haven't seen or heard any evidence that Mr and Mrs K clearly made IPAS aware that the work around wasn't successful or wasn't allowing them to use their toilet. This didn't allow IPAS the opportunity to fairly mitigate the impact on Mr and Mrs K.

IPAS have provided call recordings which I've listened to. It's clear that Mr K felt let down and he had lost trust in the plumber. He was also frustrated with not being provided with a specific time that the plumber would attend. This wouldn't be uncommon when responding to claims of this nature. I also note that during one phone call with Mr K it was explained that he could look to find his own plumber, but the repair through IPAS was carried out shortly afterwards.

IPAS said when making their offer to Mr and Mrs K: *"we have timescales in place but we did not take the time to fully understand the impact of your situation".* When I've carefully considered the key events that occurred here alongside our published guidelines on these types of awards https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience, I find the £150 offered to be fair, reasonable and proportionate – relative to the impact on Mr and Mrs K.

For completeness, as it seems the offer made wasn't accepted by Mr and Mrs K or paid by IPAS, I include a direction to below for IPAS to now pay the offer. Mr and Mrs K will need to provide their bank details to IPAS to receive the offer. For the benefit of both parties, I'm not directing IPAS to do anything other than pay the offer they'd already made.

My decision will disappoint Mr and Mrs K, but it ends our involvement in trying to informally resolve this dispute between them and IPAS.

Putting things right

Inter Partner Assistance SA need to pay Mr and Mrs K £150 to recognise the impact of the service provided when responding to this claim. Mr and Mrs K will need to communicate their bank details to Inter Partner Assistance SA to allow the offer to be paid.

My final decision

Inter Partner Assistance SA has already made an offer to pay £150 to settle the complaint, prior to this complaint being referred to our Service. I think this offer is fair in the circumstances of this complaint.

My final decision is that Inter Partner Assistance SA should pay Mr and Mrs K £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs K to accept or reject my decision before 3 October 2025.

Daniel O'Shea
Ombudsman