

## The complaint

Mr C has complained about the service provided by Inter Partner Assistance SA ('IPA') under his home emergency policy following a water leak at his home. For the avoidance of doubt, the term 'IPA' includes reference to its agents and contractors for the purposes of this decision.

## What happened

Mr C noticed a water leak in his kitchen in January 2025. He called his plumber who advised Him to contact his insurers, and he shut off the water to avoid further leakage and put a towel under the kitchen cabinet to soak up any water. Mr C contacted IPA on 31 January 2025, as his emergency home insurer at the relevant time. An engineer called on 3 February 2025 and noted that additional work was needed. Another engineer attended on 12 February 2023, and after making a hole in a cabinet, realised that further investigations were needed.

Mr C complained of a lack of service and a delay of over five weeks in an emergency, which was ultimately resolved by Mr C's buildings insurer, whose trace and access engineer attended on 12 March 2025 and completed the repair that afternoon. He said that IPA had caused considerable inconvenience, stress, and additional financial outlay. As well as compensation, Mr C was seeking reimbursement for cancellation of his holiday which was due to start on 28 February 2025. IPA partly upheld his complaint and offered £500 for the distress and inconvenience caused. Mr C was unhappy with the outcome of his complaint, and he referred it to this service

The service's investigator didn't think that IPA advised Mr C to cancel his holiday. She considered that it was Mr C who made the decision to cancel the holiday, and the fact that IPA was going to schedule the repair after the holiday showed that it didn't think it was a risk to leave the property with the water turned off for a week. As to Mr C's plumber's costs, the investigator agreed that IPA should pay for these together with interest, however she didn't consider that persuasive evidence had been produced to show that a claim under the buildings insurance policy wouldn't have been necessary in any event and so it was unreasonable to ask IPA to pay for the excess on that policy. She considered that towels were an item which could be claimed under the contents insurance policy.

The investigator thought that IPA hadn't sufficiently recognised the distress and inconvenience caused to Mr C in view of the number of weeks for which he was without water. She also recognised that Mr C's cancellation of his holiday showed how much concern he'd been caused. The investigator therefore recommended that IPA increased the compensation from £500 to £750. IPA agreed with the investigator's proposed outcome, however Mr C remained unhappy. In the circumstances, this case was referred to me to make a final decision in my role as Ombudsman and I issued a provisional decision on 29 October 2025 as follows:-

*'The key issue for me to determine is whether the compensation offered for IPA's acknowledged service failures was fair and reasonable and whether IPA should cover the cost of Mr C's cancelled holiday. I provisionally uphold Mr C's complaint, and I'll explain why. In considering this complaint, I've also had regard to the parties' submissions as follows.*

Turning firstly to Mr C's submissions, he provided a detailed and meticulous timeline of events which I've carefully considered. Mr C said that in short, he was complaining about a 'total lack of customer service' and 'deplorable service'. He felt that IPA hadn't kept him updated, and that nothing happened unless he contacted IPA. He was unable to speak to the same person twice or to be put through to someone who could make a decision. He was told 'someone will call you' and then no-one ever called back. He felt that there was mismanagement and that there were inconsistent messages between the insurer and its agents who sub-contracted work to another plumber. He said that telephone calls to the insurer totalled just under ten hours. He also complained that the agent didn't work over weekends despite it being an emergency claim.

As for the personal inconvenience and stress he experienced, Mr C had no running water for five and a half weeks, so wasn't able to flush toilets, wash hands and wash laundry regularly, having to rush showers, fill up flasks and struggling to cook meals. Mr C had also found it necessary to cancel his holiday which had been booked prior to the leak occurring despite the confidence of IPA's claims handlers' that he would be able to go. He also suffered stress in having to decide whether to cancel an appointment so as avoid a cancellation charge, and also not feeling able to go out in case IPA called.

Mr C was looking for increased compensation due to IPA's failure to resolve the issue in a timely manner. He was seeking just over £480 for a cancelled holiday, £86 regarding ruined towels, the excess of £400 which he'd had to pay in relation to his home insurance, excess electricity, the call-out fee of £90 for his own plumber on 7 March 2025 and finally compensation of £500 for the inconvenience and stress caused.

I now turn to IPA's response to Mr C's complaint, which in summary was to uphold the complaint. It originally offered £500 in compensation for its service failures. It recognised that its engineer didn't attend until three days after the emergency was reported by Mr C, removed a plinth in the kitchen and noted that there was a leak coming from the corner of the wall so deduced that a cupboard needed to be removed to access the pipework. It approved a quote to carry out trace and access work three days later; however, re-attendance didn't occur for nearly another week despite Mr C chasing the matter.

IPA said that when the agent did re-attend, it was unable to carry out the repair through the cabinet where access had been cut, so the cabinet needed to be removed, however Mr C didn't want this to happen, and an alternative was suggested by IPA. On 15 February, IPA authorised Mr C to engage his own engineer to resolve the issue, but it said that he 'had already tried this and could not manage to find someone' and Mr C persevered with IPA's agent, however after multiple attempts by Mr C to chase the agent, Mr C did instruct his own engineer. This engineer then advised Mr C to go through his buildings and contents insurer.

I now turn to my reasons for provisionally upholding Mr C's complaint. The starting point for cases of this nature will be the terms and conditions of the relevant policy. I note that Mr C had purchased emergency cover, which included the scenario where; 'A water pipe suddenly starts leaking uncontrollably and there's nothing you can do to stop it' I also note that IPA accepted the claim and continued to instruct its agents throughout the relevant period. The cover was up to £2,000 per insured event, for call out, labour, parts, materials and VAT.

In a nutshell, I can understand that Mr C experienced significant inconvenience due to IPA's actions and inaction and a failure to urgently advise that this was likely to be a matter for Mr C's buildings insurers. There were clearly unnecessary delays and confusion between IPA and its agents, and I can see that Mr C expressed concern to IPA about his upcoming holiday which was due to begin on 28 February 2025. I'm persuaded by Mr C's detailed timeline of events showed a catalogue of significant communication failures by IPA's agents,

*and I can understand why Mr C ultimately lost faith in IPA.*

*I note that the leak became progressively worse, with towels needed to soak up the water even with limited use of water for 30 minutes in the morning and evening. IPA's plumber had apparently assumed that the repair could wait until after Mr C had returned from holiday and that Mr C could just turn off the water. After further chasing, it was agreed that IPA would attend just prior to the holiday, but it didn't do so. By this time, Mr C had lost confidence that IPA would complete the job so that he could go on holiday. Ultimately, he cancelled both the holiday and a dental appointment. Whilst IPA had offered Mr C the opportunity to use his own plumber to resolve the issue, it was reasonable for Mr C to persevere with IPA as he's expected the issue to be resolved under his emergency policy before he went on holiday.*

*Mr C was adamant that IPA's representative had agreed that he should be reimbursed for the cost of cancellation of the holiday as he wouldn't be able to relax. I've listened to the relevant call, and I note that the call-handler did sympathise with Mrs C and agreed that the family shouldn't be out of pocket in relation to the cancelled holiday. Mr C was worried about leaving his home in case the leak developed into a burst. A relative was due to attend the home to care for the family cat and the lack of water would have caused an issue.*

*I've no reason to doubt Mr C's evidence in this respect. I'm satisfied that the holiday was cancelled shortly before it was due to start, and Mr C has provided evidence to show that he had to pay the £480.24 cancellation fee. On a provisional basis, I consider that it was entirely understandable that Mr C cancelled his holiday due to his worry about leaving the property with an unresolved leak. I also consider that the cancellation was a direct result of the wholly unreasonable delays and communication failures by IPA. As stated by IPA's agent, the family wouldn't have been able to relax. On a provisional basis, I therefore consider that IPA should reimburse Mr C the sum of £480.24, on confirmation by Mr C that he didn't have holiday insurance or other cover in place to cover such cancellation.*

*I note that Mr C was also seeking reimbursement as to the excess of £400 which he'd had to pay in relation to his buildings insurance, however, having seen the extent and cost of the remedial works carried out by that insurer, I consider that it was inevitable that a claim on this policy would have occurred in any event. I agree with the investigator that IPA should reimburse the call-out costs for Mr C's plumber as it was connected with the emergency.*

*Finally, I consider that IPA should pay Mr C compensation of £750 for the distress and inconvenience caused by the significant service failures. Mr C had to constantly chase IPA over a period of more than five weeks in an emergency situation, leaving him without a reliable water supply and a continuing water leak. The service's guidance shows that compensation at this level is appropriate where, as in this case, there has been significant inconvenience and a need for considerable effort to resolve the problem caused.'*

I provided the parties with a further opportunity to provide submissions and/or evidence in response 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.

IPA hasn't provided any further submissions or evidence in response to the provisional decision by the relevant deadline.

Mr C has accepted the provisional findings, particularly acknowledgment of the poor handling of the initial claim and the right to a refund of the cancelled holiday payment. He

also provided evidence of payment of the £90 callout fee for the plumber, being an excerpt from a bank statement for the relevant transaction showing the date, amount and reference.

Regarding the holiday booking, Mr C noted that he'd already sent a copy of the booking cancellation information but included this again. Mr C also confirmed that when making the holiday booking, he hadn't considered it necessary to take out any insurance cover at the time, and didn't have any annual comprehensive holiday cover policy 'as we do not travel enough to warrant it'.

In all the circumstances, I'm satisfied that the provisional decision provides a fair and reasonable outcome to Mr C's complaint..

### **My final decision**

For the reasons given above, I uphold Mr C's complaint, and require Inter Partner Assistance SA to do the following in response to his complaint:

- Pay compensation of £750 for the distress and inconvenience caused.
- Reimburse the £90 callout cost of Mr C's plumber within 28 days.
- Reimburse the cost of Mr C's cancelled holiday in the sum of £480.24 within 28 days.
- Pay interest on the respective sums of £480.24 and £90 calculated from the date Mr C paid the relevant invoices up to the date of settlement, at 8% a year simple interest\*.

\*If IPA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr C how much it's taken off. It should also give Mr C a certificate showing this if he asks for one, so that he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 31 December 2025.

Claire Jones  
**Ombudsman**