

The complaint

Mrs F and Mr F complain about how Inter Partner Assistance SA (“IPA”) handled and declined a claim under their home emergency insurance policy.

As Mr F has been the primary point of contact in their approach to this service, for ease I’ll tend to refer to him throughout.

What happened

Mrs F and Mr F had a home emergency insurance policy with IPA covering their home. They bought the policy through a broker.

In October 2024 there was a period of heavy rain. Their home was flooded due to an overflow from the drains serving their property.

They contacted IPA and made a claim. IPA sent out its contractors who told them the job was simple and they’d send a quote for the work back to IPA. The quote was for £1,163.55.

IPA told Mr F he was only covered up to £500. Mr F complained as the limit was £5,000 on the policy.

IPA then said it wouldn’t cover the work to repair the problem under the terms of the policy.

Then, Mrs F and Mr F’s home insurance company contacted them and said it would be dealing with the claim, which needed to be investigated again (as it was provided by a different insurance company).

Mr F was unwell around this time, which caused his complaint to be put on hold. IPA didn’t call him back when it said it would, and this happened again later. Mr F wrote to IPA twice but it still didn’t respond.

Then, when it did call him, Mr F told IPA he wasn’t well, but it still provided him with its response even though it had agreed it wouldn’t do this.

During his complaint, it offered £200 compensation, but Mr F didn’t accept it.

Mrs F and Mr F remained unhappy and brought their complaint to this service. They ask that IPA carried out the repairs.

Our investigator looked into her complaint and thought it would be upheld. She thought IPA has correctly declined the claim but thought the amount of compensation should be increased to £250 particularly because of Mr F’s vulnerability, which IPA was aware of.

Mrs F and Mr F didn’t accept the view. Because they didn’t agree, her complaint has been passed to me to make 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.

Having read the file of evidence, I'm going to uphold Mrs F and Mr F's complaint. I do appreciate they'll find my decision disappointing, and I'll explain why I've decided it.

It's important I say that I'm not going to respond to all of the points made. But I'd assure Mrs F and Mr F that I have read the complete file, even if I don't refer to it here. This is in line with this service's informal approach.

The policy provides the following cover:

"What is covered

2. Drainage

An emergency relating to:

Restoring flow of waste pipes and drains using conventional methods such as rodding and jetting to overcome the emergency..."

The appropriate exclusions include:

"BUT NOT

1) Repair or replacement of:

Soakaways, cesspits, treatment plants and their overflow pipes

5) Repairs to damage caused by collapsed drains or tree roots.

6) Digging and investigatory work using cameras."

The report from IPA's contractor said they weren't able to clear one blockage because tree roots were blocking the drain. And on the other side of the property, the blockage was debris which would need checking by CCTV post-jetting. CCTV may also have been needed to ensure the tree roots were clear.

What this would reasonably seem to mean to me is that the type of work to clear one of the drains may have been covered by jetting, but the work couldn't be completed under the terms of the policy as CCTV inspection was also needed.

I've thought about this carefully, and I think IPA acted in line with the policy wording when it declined the claim. It's important I say that declinature was re-confirmed and included in IPA's final response to Mrs F and Mr F in early December.

I've also considered the claims experience Mrs F and Mr F went through from early October until IPA's final response in early December.

I can see from the evidence on file that IPA's process caused significant distress to Mr F when he'd been advised to avoid stressful situations. I think it's fair I say that any insurance claim brings with it a certain amount of stress, and I sure that the flood itself was a distressing experience for both Mrs F and Mr F.

What I need to consider here is whether IPA increased that level of distress beyond what might be considered to be fair and reasonable. Having thought about the situation carefully, I don't think IPA's claims process was good enough and I think it caused unreasonable distress. It knew about Mr F's medical condition but doesn't seem to have considered the impact on Mr F of it handling the complaint he made poorly – placing calls and sending correspondence to him when he'd asked that it wouldn't do so. And not returning his calls when it promised, or responding to his written queries.

I find IPA's claims handler's problem identifying the correct claims limit to be extraordinary – and particularly worrying for Mr F is that it failed to give him the correct information more than once.

I've thought about this, and considered this service's guidelines on compensation, and I think the appropriate amount should be set at £250 as the distress to Mrs F and Mr F was significant and impactful, but the claim had been fairly rejected inside a short period.

My final decision

It's my final decision that I uphold this complaint. I direct IPA to pay Mrs F and Mr F a total of £250 compensation for their distress and inconvenience caused by its claims process.

IPA must pay the compensation within 28 days of the date on which we tell it Mrs F and Mr F accept my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and Mr F to accept or reject my decision before 9 April 2026.

Richard Sowden
Ombudsman