

## **The complaint**

Mr and Mrs M complain about the response of Inter Partner Assistance SA ('IPA') to their home emergency insurance claim.

IPA are the underwriters of this insurance policy. As they've accepted responsibility for the actions of agents acting on their behalf, in this decision, any reference to IPA should be interpreted as also covering the actions of their appointed agents.

## **What happened**

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

Mr and Mrs M had a home insurance policy with IPA. On 5 April 2025, they reported a leak from under their kitchen sink. IPA arranged for an engineer to attend the property. Further appointments took place in the weeks following and a repair took place.

Mr and Mrs M raised a complaint about claim delays, the service provided and further damage to their flooring they allege was caused by an engineer reestablishing the water supply during the second appointment. IPA partially upheld the complaint and offered £360 compensation. As Mr and Mrs M remained unhappy, they 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 remained unresolved, it was then referred to me for a decision. I recently sent both parties a copy of my provisional, intended findings. As the deadline for responses has now passed, I've considered the complaint 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.

Only Mr and Mrs M responded to acknowledge, and accept the provisional decision. As no new evidence has been presented that materially impacts the outcome I'd set out in my provisional decision, I find no fair or reasonable reason to deviate from those previously set out findings.

### *The scope of this decision*

In this decision I'll be considering if IPA responded to the claim in line with the policy terms. It's not in dispute that IPA let Mr and Mrs M down with the service provided I say this because an offer of £360 was made for this reason when the complaint was made.

Therefore, I will consider whether the offer made goes far enough to recognise the impact on Mr and Mrs M and to put things right.

Mr M has referred to a family member being unwell and this compounding the impact on himself and Mrs M. Whilst I'm very sorry to hear that, I can only consider the impact on Mr and Mrs M - as they are the joint policy holders and the eligible complainants here.

Whilst it could be seen as slightly unusual that Mr and Mrs M made a 'secret recording' of the engineer's visit on 11 April, I'm not making any findings on their actions – only IPA. But I will add, for balance, that I can understand that they'd lost faith in IPA (their agents) by the time of the second visit. Regardless, it's extremely disappointing that IPA have ignored repeated requests (three) from our Service to share the recording that Mr M made of the 11 April engineer visit. They also failed to acknowledge receiving a copy of the provisional decision.

I'd remind IPA of their obligations under DISP 1.4.4:

*“Co-operating with the Financial Ombudsman Service*

*Where a complaint against a respondent is referred to the Financial Ombudsman Service, the respondent must cooperate fully with the Financial Ombudsman Service and comply promptly with any settlements or awards made by it.”*

I have considered if an award for material distress and inconvenience is warranted under DISP 3.5.14 - due to this failure to respond causing a delay to the resolution of Mr and Mrs M's dispute. On balance, I've decided that it's not and in the interests of avoiding further delays, I've proceeded to ask Mr and Mrs M to provide our Service with a copy of the recording. This is allowed under DISP 3.5.8:

*“The Ombudsman may give directions as to:*

- (1) the issues on which evidence is required;*
- (2) the extent to which evidence should be oral or written; and*
- (3) the way in which evidence should be presented.”*

DISP 3.5.9:

*“The Ombudsman may:*

- (1) exclude evidence that would otherwise be admissible in a court or include evidence that would not be admissible in a court;*
- (2) accept information in confidence (so that only an edited version, summary or description is disclosed to the other party) where he considers it appropriate;*
- (3) reach a decision on the basis of what has been supplied and take account of the failure by a party to provide information requested...”*

DISP 3.5.10:

*“Evidence which the Ombudsman may accept in confidence includes confidential evidence about third parties and security information.”*

*My key findings*

I uphold this complaint, for the below main reasons.

It's unclear why so many appointments were required to deal with a relatively straightforward home emergency claim. It would normally be expected that an engineer would attend and isolate the water supply. Here, IPA made the decision to cover the tap replacement, after initially saying it wouldn't be covered.

There were unreasonable delays before the initial appointment, then further delays before follow up appointments and poor communication throughout from IPA. For example – IPA changed their decision about whether further repair costs would be covered or not and it wasn't until Mr M raised complaint that this was clarified. This caused avoidable loss of expectation and frustration.

However, when I've considered the overall impact on Mr and Mrs M alongside our published guidelines on these types of awards, I find the £360 offered to be fair, reasonable and proportionate. I also note this was the figure Mr M requested to cover takeaways and drinking water. Whilst IPA have explained the compensation offered wasn't for that reason, overall I'm satisfied it was a fair offer in relation to this part of the dispute.

The most contentious part of this dispute has been Mr and Mrs M's allegation that an agent on behalf of IPA caused further damage during the follow up visit on 11 April 2025. Mr and Mrs M say (in summary):

- The engineer commented that the water damage had dried up since the previous visit.
- The engineer reactivated the leak (restored supply).
- The leak was still taking place, so the engineer indicated they'd isolate the supply again.
- They were then staying out of the property due to not having a water supply to the kitchen sink and became aware on 20 April 2025, that the kitchen floor sink was swelling up as the leak hadn't been isolated after the 11 April visit.

IPA, on the other hand, say there's no evidence to support the leak was reestablished from the engineer's notes and any damage to the flooring was a result of the initial reported leak.

Shortly after their final response letter they told Mr and Mrs M:

*"...the engineers report does not state that this occurred and unfortunately, we cannot answer why the engineer would do this. However, this action cannot be verified based on the information available."*

In summary, they won't cover the cost of any flooring or plinth related repairs as they say the damage was caused by the initial leak.

On balance, I'm most persuaded by Mr and Mrs M's testimony. Primarily - because I've listened to a recording provided by Mr and Mrs C which supports their account of the 11 April visit – that the drying out had occurred since the first visit and the leak was then reestablished. I'd point IPA towards the first minute, and minutes nine until eleven of the recording. It may well be human error that the supply wasn't turned off upon them leaving. But I find that Mr and Mrs M have suffered a consequential loss (damage) because of IPA's actions.

I have noted IPA's comments that there was already water damage from the initial leak (not covered under this home emergency policy). However, the engineer's comments that drying had taken place means, on balance, it's more likely than not the initial water damage had

dried out without the plinth and flooring being badly affected. I'd also add that the initial leak had been ongoing for a few days. The period from the second visit until Mr and Mrs M becoming aware of the further damage from the re-established leak was nine days.

I've also noted IPA's comments about not being made aware of the second leak until they spoke to Mr M about his ongoing complaint. But the evidence shows Mr M emailed IPA on 20 April at 18.33 notifying them of the further leak. Given he had been out of the property and he had no reason to second guess what the engineer had done on 11 April, I don't find this unusual at all.

Ours is an evidence-based organisation. Overall, Mr and Mrs M have provided a plausible, evidence backed account that I'm persuaded by. IPA's position is undermined by their insistence that a second leak wasn't established - solely because the engineer's notes didn't reference it. They've had ample opportunity to make further enquiries with their agent following the sharing of the recording but have effectively chosen to disregard and ignore that evidence.

### **Putting things right**

Inter Partner Assistance SA will need to:

- Arrange a review of the damaged flooring and plinth at Mr and Mrs M's property. This can either be done remotely (photos/videos of the damage), or an in-person visit.
- Repair the damage in the affected areas.
- If a repair can't be carried out, arrange for the damaged plinth and damaged flooring to be replaced and cover associated repair costs, or cash settle this part of the dispute.

### **My final decision**

My final decision is that I uphold this complaint. Subject to Mr and Mrs M responding to accept the decision before the deadline set below, I direct Inter Partner Assistance SA to follow my direction as set out under the heading '*Putting things right*'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 1 April 2026.

Daniel O'Shea  
**Ombudsman**