

The complaint

The estate of Mrs G, represented by its executor, Mrs B, has complained about Inter Partner Assistance SA (IPA) regarding a claim she made to it under the home emergency cover it provides for a property owned by the estate and rented to tenants.

What happened

During a visit to the tenanted property, Mrs B noted a water leak through the roof, as a result of the leak there was no electricity. She made a claim to IPA on 9 November 2022.

IPA had some difficulty finding a record for the property, Ms B was upset by some of its enquiries. Also because initially when a policy could not be found the claim just wasn't logged – it took Mrs B chasing a response for things to be moved forwards. IPA sent out an assessor on 16 November 2022. It was felt that the roof was in need of a permanent repair due to wear and tear issues – with the tenants having noted damp for the past two to three years. IPA declined the claim on the policy. Mrs B was unhappy and complained.

IPA acknowledged there had been some poor service by it, including a delay, of around six days, for it to inspect the damage. But it maintained that its decline was fair and reasonable. Mrs B made a complaint to the Financial Ombudsman Service.

Our Investigator wasn't minded to uphold the complaint. Mrs B wasn't satisfied by the findings. She asked for an Ombudsman's review.

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.

I appreciate that Mrs B is concerned with the service received from IPA. Not least because she thinks the house suffered further damage because IPA did not comply with its terms and conditions ie to cover the roof with tarpaulin and fix the electrics. Whilst IPA doesn't accept it did anything wrong in this respect, it did acknowledge some service failings and paid £200 compensation.

Mrs B is the executor for the estate of Mrs G. Or she was at the time of the claim to IPA and complaint to this service. I understand that the estate may since have been settled. As such Mrs B acted in this claim and complaint in her role as executor. As our Investigator explained, her upset, as an individual, is not something this service can take into account. The estate can be inconvenienced, although it can't suffer upset. IPA has paid £200 compensation for its service failings. In the circumstances, particularly the likely limited inconvenience caused to the estate, I think that is fair and reasonable.

I know Mrs B is worried that the house has suffered more because IPA has not acted to protect it, as the policy provides for. But I don't think it's unreasonable that no electrical work was done where the problem with the electrics had reportedly resulted from the on-going and unresolved water ingress. And the roof repair, which would have resolved the water

ingress, was reasonably outside of the cover on the policy. I say that because the policy explains that on-going leaks are not classed as emergencies, and the tenants at the property reported long-term issues with water ingress. So I'm satisfied that IPA, on this occasion, acted reasonably in line with the policy terms to not provide an emergency repair for the property. I also note the water ingress was already quite severe when Mrs B raised the claim and had likely been ongoing for some time. I see that Mrs B was told within two weeks of making the claim, despite delays occurring within that period, that the claim would not be covered under the policy (which I have found was a fair and reasonable decision by IPA). So I'm not persuaded that any delay by IPA impacted the condition of the property.

My final decision

I don't uphold this complaint. I don't make any award against Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs G to accept or reject my decision before 2 August 2023.

Fiona Robinson
Ombudsman