

## **The complaint**

Mr R complains about a declined claim he made on his home emergency insurance policy with Inter Partner Assistance SA ('IPA').

IPA are the underwriters (the insurers) of the relevant section of the policy being complained about here. Part of this complaint concerns the actions of their agents. As IPA have accepted they are accountable for the actions of their appointed agents, in my decision, any reference to IPA includes the actions of their appointed agents.

## **What happened**

The background to this complaint is well known to both Mr R and IPA. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

In July 2022, Mr R contacted IPA as he was having some issues with his boiler. An engineer was sent out to see the boiler. The engineer found that a new diverter valve and bypass rings were needed.

IPA told Mr R that due to the age of the boiler and the likely cost of a repair they were going to decline the claim. Mr R felt that IPA should pay out up to the policy limit of £1,500. He was unhappy and raised a complaint. IPA didn't uphold the complaint and Mr R referred it to our Service for an independent review.

Our Investigator considered the complaint but didn't recommend that it be upheld. As Mr R remained unhappy, his complaint has 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service.

*Have IPA fairly and reasonably considered the claim in line with the policy terms?*

It's important to state here that this policy didn't have a beyond economical repair ('BER') limitation or exclusion. I state this because from the claim notes there was a suggestion (initially) that this was the reason the claim was declined and IPA have also referred to BER in their final response letter.

IPA have since clarified that the reason the claim was declined was because of the following exclusion:

*"You must take all reasonable precautions to prevent an Emergency. This insurance does not cover normal day-to-day maintenance at your property. You must ensure*

*that it is undertaken and that your property is in good condition. Nor does it pay for replacing items that wear out over a period of time.”*

Both parties disagree on this point. IPA said that photos of the boiler showed it to be in a ‘poor condition’ with signs of rust from previous leaks and say that by Mr R not completing the manufacturer recommended services, they would deem the failure and poor condition to have been avoidable (if more care had been taken).

Mr R on the other hand has pointed to policy renewal correspondence from 2017 which stated that boilers over 15 years old were now covered and the requirement for a yearly service had been removed. Based on what Mr R has told us, the most recent service for the boiler took place before the COVID-19 pandemic started in March 2020 - that was over two years before this claim was made.

Whilst I can understand the pandemic and associated restrictions may have limited opportunities for a service to be carried out, no supporting evidence has been provided either of regular services prior to the pandemic. I note that IPA offered Mr R the opportunity to provide any supporting information related to the service history when they spoke to him on 18 July 2022 and none has been provided to our Service either when bringing this complaint.

Returning to the 2017 renewal correspondence, I don’t find that in this specific complaint, the removal of the requirement for a yearly service absolved Mr R of all responsibility to take reasonable steps to maintain his boiler in good working order.

The general intention of this type of home emergency insurance cover is to respond to sudden and unexpected events that may occur with a boiler. It’s not intended as general maintenance or wear and tear cover – and this is reflected in the policy terms. I’ve noted that evidence of prior leaks was recorded by the engineer who visited and in claim notes from January 2021. Whilst Mr R disputes that there were leaks and has pointed out that any leaks would’ve been easily noticeable given the location of the boiler, the photos provided by IPA support that there were leaks at some point prior to the engineer being called out in July 2022.

Mr R was also given an opportunity to provide photographs of the boiler and surrounding area (before and after our Investigator’s assessment) to counter what IPA have said - but I’m less persuaded by those photos (provided by Mr R) as they’re either not clear and/or don’t support the position he’s taken here. Our investigator pointed this out to Mr R but no further submissions were made.

For balance, I’ve kept in mind that this boiler was relatively old - at 22 years. This is typically longer than the expected lifespan of a boiler so it is to be reasonably expected that the general ‘condition’ of a boiler that was in regular use would have decreased over time - meaning that regular services would be more important. Based on the photo of the boiler serial number provided, I’ve identified the relevant user manual for this boiler, and the manufacturer states:

*“1. For reasons of safety and economy, it is recommended that the boiler is serviced annually. Servicing must be performed by a competent person.”*

Mr R has said he would be happy for another engineer’s opinion as he felt the original engineer’s opinion was inaccurate. He’s also referred to the opinion of another engineer who felt that the boiler was in good condition - but no supporting evidence has been provided, so I’m limited with regards to the weight I can place on such a comment.

Having carefully considered all of the evidence, on balance, I'm satisfied that IPA have fairly considered this claim before declining it in line with the policy terms.

*Have IPA treated Mr R fairly and reasonably overall?*

Mr R has referred to the engineer's comments during the visit about not wanting to get the repair job.

Having considered the available evidence, on balance, I'm satisfied that there was likely nothing untoward intended or that this has materially impacted the claim here. I find it more likely than not such a comment would've been said in passing or as a joke. Ultimately, it was the decision of IPA to decline the claim – not the engineer.

Whilst my decision will disappoint Mr R, it brings to an end our Service's involvement in trying to informally resolve his dispute with IPA.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 29 March 2023.

Daniel O'Shea  
**Ombudsman**