

The complaint

Mr T has complained that Inter Partner Assistance SA (IPA) unfairly refused to replace his shower pump after he made a claim under his home emergency policy.

What happened

Mr T made a claim to IPA after his shower pump developed a leak which he was unable to stop.

IPA sent a plumber who found the leak was from the water feed to the shower. The plumber said he'd seek approval from IPA for a new shower pump. He didn't fully isolate the water supply as he intended to return the next day.

A few days later IPA told Mr T he wasn't covered under his policy for a new shower pump. It sent the plumber back to isolate the water feeder pipes. This meant that the shower couldn't be used.

Mr T paid for a new shower pump to be installed. He complained to IPA and thought it should refund the cost which was under the policy limit for home emergencies. It said as it had been able to isolate the leak, Mr T wasn't covered under his policy for a replacement shower pump.

Mr T referred his complaint to this service. He thought the policy was misleading. Our Investigator didn't uphold the complaint. He didn't think IPA had acted unreasonably.

As Mr T didn't agree, the matter has been referred to me.

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 need to decide whether IPA has treated Mr T fairly and reasonably in refusing to pay for a new shower pump. In considering this, I have had regard to the relevant law, rules, guidance and standards. These include the Consumer Duty requirements.

I haven't commented on every point that Mr T has raised. Instead I have focussed on what I consider to be the key points of his complaint. I mean no discourtesy by this – it simply reflects the informal nature this Service.

Home emergency policies are generally only intended to provide cover to prevent an emergency event from causing damage or further damage to a property. The insurer will typically resolve the emergency by carrying out a temporary repair but isn't obliged to provide a permanent fix unless a temporary repair isn't possible or a permanent repair costs the same as a temporary one.

Mr T's policy says a "home emergency" is "an event that happens suddenly and unexpectedly and needs immediate action to:

- a) *prevent damage or further damage to your home; and/or*
- b) *make your home safe, secure and habitable".*

Not all home emergencies are covered by the policy. But it does cover a home emergency relating to "shower fixtures and fittings which cannot be controlled".

Opposite this wording under the heading "You are not covered for the following" the policy lists various exclusions including "Repair or replacement of ...shower units and fittings".

I interpret this as meaning that Mr T was covered for a leak from his shower but IPA was only obliged to stop the leak in order to prevent further damage. It wasn't obliged to replace the pump which is part of the shower unit and fittings. I think this exclusion is clear and has been fairly applied.

Mr T has argued that by leaving him without a working shower, his home had become uninhabitable. He has explained why having a working shower was important for him and his wife. Whilst I sympathise with him about this and can appreciate that it was difficult for them, I'm not satisfied that this was so significant as to render his home uninhabitable.

Whilst I am sorry to disappoint Mr T, my conclusion is that IPA hasn't treated him unfairly or unreasonably.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 14 October 2025.

Elizabeth Grant
Ombudsman