DRN-5696077

The complaint

Mr J and Mrs J have complained about how Inter Partner Assistance SA (IPA) dealt with a claim under their home emergency policy.

What happened

Mr J and Mrs J contacted IPA to report they had no heating or hot water. They also told IPA there was a vulnerable adult in the house. An engineer visited the following day. The engineer said the boiler had been condemned and wasn't safe to use. When Mr J and Mrs J spoke to IPA, they were advised to arrange their own engineer to deal with the issues because it wasn't covered by the policy.

Mr J and Mrs J contacted IPA again to say the boiler flue had been repaired. A new claim was setup. But the engineer said they wouldn't reattend because the flue wasn't the only issue. A new boiler door was also required, along with a gas valve, expansion valve and further seals. The engineer said the boiler was beyond economic repair and also had maintenance issues. The cost of replacing the expansion valve and pressure release valve exceeded the value of the boiler.

Mr J and Mrs J contacted IPA to say they had arranged their own engineer to visit, who carried out a repair by replacing the gas valve. They complained to IPA that it hadn't acted in line with the policy terms and conditions. When IPA replied, it explained what had happened during the claim and said it had dealt with it reasonably and that the policy terms were fair.

When Mr J and Mrs J complained to this Service, our Investigator didn't uphold it. She said IPA had shown that the boiler was beyond economic repair. Mr J and Mrs J also hadn't provided evidence that the boiler wasn't beyond economic repair, despite a repair being completed on it. She said IPA had acted fairly.

As Mr J and Mrs J didn't agree, the complaint was 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.

Having done so, I don't uphold this complaint. I will explain why.

Mr J and Mrs J have said IPA should have repaired the boiler when they reported that they had no heating or hot water. IPA has said that the boiler was beyond economic repair (BER) and so wasn't covered by the policy terms and conditions. So, I've looked at what happened.

The policy wording explained that a boiler being BER was: "*When the cost of repairs exceeds the current value of your boiler, taking into consideration its age and condition, or where spare parts are not readily available.*"

It also said:

"*If, in the insurer's opinion, your boiler is beyond economic repair, the insurer will contribute a maximum of £250 towards the cost of you replacing it with a new boiler. This can be claimed by providing a copy of the receipt for your replacement boiler within 60 days of the call out. Failure to replace your boiler will mean that cover under this section no longer applies.*"

When the engineer visited, a range of issues were identified with the boiler. Some of these had previously been found during a boiler service. The policy said a home emergency was "*an event that happens suddenly and unexpectedly*". So, this meant previously identified issues wouldn't be covered by the policy.

Mr J and Mrs J had the flue repaired and then asked for another engineer visit. However, the engineer wouldn't visit because other issues had been identified with the boiler, including that it needed a new expansion vessel and pressure release valve and the case seal was damaged. The replacement parts cost more than £900. IPA assessed this was more than the value of the boiler, which I understand was more than 10 years old. So, this meant IPA didn't need to repair the boiler as it had assessed it as beyond economic repair.

However, I'm aware Mr J and Mrs J have said they were able to get the boiler repaired and this involved replacing the gas valve. I'm mindful that IPA didn't say the boiler couldn't be repaired. It declined to repair it because the cost of doing so was more than the value of the boiler. So, I don't think Mr J and Mrs J finding an engineer who was willing to carry out a repair meant IPA's assessment was wrong. I also haven't seen any expert evidence that showed IPA's engineer assessment of the range of work identified was incorrect or that the cost of repairing the boiler, so it was fully functional, was less than the value of the boiler.

I'm aware there were vulnerable people living at the property. I'm also mindful that the boiler failure happened in the run up to Christmas, which will have been a cold time of year. So, I've looked at whether IPA should have done more. The policy said that when it was told about a claim, it would contact its repairers and let the policyholder know when they would be able to visit and "*this will normally be as soon as possible*". From what I've seen, the engineer could only visit the following day. When Mr J and Mrs J raised concerns about this, IPA tried to find another engineer but couldn't find one who could attend any sooner. So, I think the engineer visiting the next day was reasonable.

The engineer visited and identified issues with the boiler for which Mr J and Mrs J needed to arrange a repair themselves because it was a pre-existing issue. From what I've seen, when Mr J and Mrs J told IPA the flue had been repaired, the engineer reviewed the claim again shortly after. But the engineer said the range of issues that still needed to be repaired would cost more to repair than the value of the boiler. So, IPA explained this to Mr J and Mrs J. It's my understanding that from when Mr J and Mrs J first reported the claim, it was about two days later that IPA said it couldn't offer any further assistance. I think the engineer's visit, the claim being reassessed and Mr J and Mrs J being given the outcome took place in a reasonable timescale. This includes taking into account the vulnerability that had been raised. But as the repairs weren't covered by the policy, Mr J and Mrs J needed to arrange these repairs themselves.

I'm aware Mr J and Mrs J have also said IPA should be required to pay them the £250 contribution towards a new boiler. This didn't form part of the complaint I'm considering. Mr J and Mrs J would need to raise this with IPA. If they aren't satisfied with the response, they can raise a new complaint with IPA.

So, from what I've seen, it was fair for IPA to decline the claim and it did so in line with the terms and conditions of the policy. It didn't provide cover for pre-existing issues or carry out repairs where a boiler was beyond economic repair. As a result, I don’t uphold this complaint or require IPA to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs J and Mr J to accept or reject my decision before 18 September 2025.

Louise O'Sullivan
Ombudsman