

The complaint

Miss K is unhappy with the way Inter Partner Assistance S.A. (“IPA”) handled her boiler claim under her home emergency policy.

What happened

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

In July 2024, Miss K claimed under her home emergency policy for a boiler fault. IPA identified a part that needed replacing at a cost of £180. However, Miss K said that IPA refused to cover the repair.

A second visit from IPA confirmed that the part needed replacing and Miss K said IPA told her to keep topping up the pressure as a temporary solution. She said this caused the heating to turn on and her home overheated. IPA again declined cover for the repair.

Miss K said that, during a final visit, IPA confirmed severe boiler damage and deemed the boiler to be beyond economical repair (BER). It declined the claim again. Miss K replaced her boiler but she felt that IPA should’ve covered the cost. She complained about the way IPA had handled her claim and the financial detriment she’d suffered as a result.

On 27 August 2024 and 26 February 2025, IPA issued its final responses to Miss K’s complaint. It said the claim wasn’t covered under the policy because there was heating and hot water so it wasn’t an emergency. IPA also said the boiler was BER and there was sludge in the system. IPA offered to reimburse up to £500 for any engineer costs she incurred, but it rejected Miss K’s request for a contribution towards her new boiler. Miss K remained unhappy and brought her complaint to us.

Our investigator didn’t think IPA had unfairly declined the claim. He said IPA had reasonably concluded that the policy didn’t provide cover under the specific circumstances, therefore he didn’t think it was responsible for the cost of a replacement boiler, or any other costs Miss K had requested.

Miss K didn’t agree. She repeated her complaint and said she thought IPA was responsible for the sludge in the system. She remained of the view that IPA ought to pay for her replacement boiler, along with loss of earnings due to not having bathing facilities, and the cost of a new kitchen.

Because Miss K didn’t agree, the complaint was passed to me to decide.

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’ve decided not to uphold Miss K’s complaint for broadly the same reasons as our investigator.

It's clear that Miss K is invested in this complaint which is evidenced by the number of submissions she's made to support her position. So I'd like to explain that the brevity of my decision ought not to be taken as a lack of consideration of her evidence. I have considered everything but I find that the matter in hand is quite straightforward. I see no reason to comment on each and every point Miss K raised and our rules don't require me to. Instead I've looked at the complaint as a whole and I'll comment on the evidence only where I think it helps me explain my decision.

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've looked at whether IPA responded to Miss K's claim fairly and reasonably in the circumstances.

Policy

Miss K had a home emergency policy underwritten by IPA. The policy sets out the detail of the contract between Miss K and IPA and I think the following sections are relevant here:

Boiler and heating system

What is covered

Complete/partial/intermittent failure or breakdown of your primary heating/hot water system, resulting in no hot water and/or heating.

We will also cover you for:

- *loss of water pressure within a boiler due to a fault*

We will organise and pay up to £500 per claim including VAT, call out, labour, parts and materials to carry out an emergency repair

Once we have carried out an emergency repair and contained the emergency, we strongly recommend you arrange a permanent repair to be completed by a qualified tradesperson as soon as possible, as our repair may only be a temporary solution to the problem.

If the emergency repair costs more than £500, we will:

- require you to contribute the difference or*
- subject to our prior agreement and on receipt of your engineer's fully itemised and paid invoice, pay you up to £500 inc. VAT as a contribution to a repair which you have arranged yourself, taking account of costs already reasonably incurred by our authorised contractor, for the initial visit.*

This will be in full and final settlement of your claim.

What this tells me is that for the policy to provide cover, Miss K would've needed to be without heating and hot water. I can see that IPA attended on the understanding that she didn't have access to either, but on investigation it was apparent that both heating and hot water were available to her. While IPA identified a fault with the boiler, and the part was available, the problem didn't fall within the definition of a home emergency. Therefore, IPA declined the repair.

Miss K correctly said that the policy provided cover when there was a loss of pressure. The temporary fix was to top up the pressure and for Miss K to arrange a permanent repair. The policy only provides for a temporary solution to effect a working service until Miss K can arrange a permanent repair, therefore I'm satisfied that IPA reasonably advised Miss K to seek assistance from her own engineer.

I note that Miss K was unhappy with being told IPA would reimburse up to £500 for her own engineer. IPA is entitled to settle a claim in line with the policy terms and conditions. The policy allows IPA to reimburse a customer's engineer costs, so I don't think its offer was unreasonable.

Replacement boiler

Miss K didn't arrange for her own engineer but, instead, replaced her boiler. She wanted IPA to pay £2,100 for the replacement. I also note that IPA had told Miss K that her boiler was BER. The policy clearly states:

There is no contribution towards the costs of replacing a boiler... This includes when:

- *It cannot be repaired; or*
- *The appliance is beyond economic repair (the cost of repairing the appliance is more than the cost of replacing it).*

Therefore, I'm satisfied that IPA rejected Miss K's request for reimbursement of her new boiler cost.

Sludge

Miss K said that IPA caused the sludge in her heating system so she thinks it should pay for the damage it caused to her kitchen. Miss K bought the home emergency policy when she moved into her home just a few months earlier, and she provided a copy of her home survey which she said confirms her boiler was working perfectly.

I've looked at the survey and see that its scope is limited to a visual inspection of the heating system:

Accessible parts of the system were visually inspected...

No tests whatsoever were carried out to the system or appliances.

The survey states:

No visible defects noted. We would, however, recommend that the entire system be inspected by a Gas Safe registered engineer to manufacturer's specification prior to purchase to ensure compliance with current standards. Documentary evidence of any recent servicing should ideally be exhibited.

I'm not aware that Miss K followed this advice, and I haven't seen any evidence that the system was checked.

Given that the boiler is reported as being over 20 years old, regardless of whether Miss K understood it had 2-3 more years left, I'm persuaded by IPA's conclusion that the boiler's condition was due to wear and tear. Therefore, I can't reasonably conclude that IPA's engineers caused sludge in the system.

The policy states:

What isn't covered

Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge caused by corrosion.

Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of your boiler or main heating system.

Based on this, I'm satisfied that IPA declined the claim in line with the policy.

Compensation

Miss K asked for compensation for the distress caused, the delays handling her claim, and for the lack of communication. She also thought that IPA ought to pay for a new kitchen as hers was damaged by sludge leaking from her boiler.

In respect of the kitchen, I don't find that IPA is responsible for any of the costs to repair damage caused by a leak from the boiler. IPA had declined the claim and advised Miss K to seek advice from her own engineer, and I've concluded that its actions were in line with the policy. Miss K was made aware that IPA deemed her boiler was BER. That doesn't mean the boiler couldn't be fixed or that it couldn't be fixed within the policy limit. It means the cost to fix it was more than the boiler was worth. So although it was in October that IPA told her it was not worth repairing the boiler, it had already declined the claim. So I don't find that IPA is responsible for any damage caused by the boiler leaking.

I've considered the customer service element of Miss K's complaint. I can see that IPA didn't manage her expectations or communicate as effectively as it could've done. But IPA has offered to pay the full policy allowance of £500, despite the claim not falling within the policy's cover. As I haven't found any evidence to suggest that IPA unfairly declined the claim, I think its offer was reasonable in the circumstances. I won't be asking IPA to pay any additional compensation.

I understand Miss K will be disappointed as I can see she has put a lot of time and energy into her complaint. And, as I've said, I haven't addressed every point she's made. But the circumstances are that the fault was not considered to be an emergency under the terms of the home emergency policy, so IPA had no responsibility to complete a repair. Therefore, I see no reason to ask IPA to do any more in respect of this complaint.

My final decision

For the reasons I've given, my final decision is that I don't uphold Miss K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 3 November 2025.

Debra Vaughan
Ombudsman