

The complaint

Mr A has complained about the way Inter Partner Assistance SA (“IPA”) handled a claim he made under his Home Emergency policy.

What happened

On 7 November 2024 Mr A contacted IPA due to a problem with the hot water and central heating at his property. The next day, contractors were sent to diagnose the issue – they concluded that the exhaust fan was faulty and a replacement fan was ordered.

On 12 November the fan was fitted, but the issue remained unresolved. The contractors told Mr A that an electrician was needed. An electrician attended the next day. He checked the wiring and told Mr A that the problem wasn’t related to the electrics and to get back in touch with the original contractor.

On 14 November the original contractor attended and said the issue was definitely to do with the electrics, but that Mr A needed someone qualified in both electrical and gas installation. IPA said it would arrange this for Mr A but didn’t. Mr A arranged for his own contractor to come out instead. Mr A’s contractor told him the boiler had been left in an unsafe condition and he made it safe, charging Mr A £312. The boiler was deemed beyond economic repair and Mr A bought a new one, which was fitted by his own contractor at a cost of £2,565.

Mr A complained to IPA. He said its contractors had failed in their duty of care and he’d been left without heating or hot water in the winter.

IPA agreed to pay Mr A £312 for having to call out his own tradesperson to attend and make safe the boiler. It also offered Mr A £100 for the distress and inconvenience it caused and said it would cover up to £250 towards the cost of the new boiler. Mr A didn’t accept IPA’s offer, and asked for his costs to be reimbursed up to at least £1506, as that’s the amount he says he was told remained under the policy, from a maximum of £2000, to help cover costs.

The complaint was referred to the Financial Ombudsman Service. Our Investigator considered it, and recommended IPA increase the amount of compensation due to Mr A. IPA agreed with our Investigator, but Mr A didn’t. He said the “beyond economic repair” clause IPA was relying on was never mentioned to him, and this contradicts the earlier promises made.

As an agreement couldn’t be reached, the complaint was referred to me for an Ombudsman’s 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.

As this is an informal service, I’m not going to respond here to every point raised or

comment on every piece of evidence Mr A and IPA have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both parties that I have considered everything submitted. And having done so, I'm not upholding this complaint. I'll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the 'Insurance: Conduct of Business Sourcebook' (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress; and not unreasonably reject a claim. I've kept this in mind while considering this complaint together with the terms of Mr A's policy and what I consider to be fair and reasonable in all the circumstances.

Whilst I appreciate Mr A's point that an insurance policy is meant to put a policyholder back in the position they would've been in before a loss, insurance policies aren't designed to cover every eventuality or situation, or to always cover a loss in full. An insurer will decide which risks it's willing to cover, and up to limits it chooses, and it will set these out in the terms and conditions of the policy documents. Generally, I'd expect an insurer to act in line with its policy terms when dealing with a claim.

Here, it's clear there were failings on IPA's part. Looking at the job notes, and the report from Mr A's contractor, I'm satisfied IPA left Mr A's boiler in an unsafe condition. I say this because the report provided by Mr A says:

"On arrival we found that the heating system was not working. On closer inspection we found the boiler casing had been left unsecured. The wiring center had the cover removed and the room thermostat had been disconnected...This boiler was left in a dangerous condition."

Mr A's contractor was a gas safe registered heating engineer, so I think he had the right qualifications to draw the conclusions he did about the safety of the boiler. He's also provided further detail about various parts of the boiler to highlight the unsafe condition it was left in.

IPA's notes, in contrast, are brief and lack detail. These say *"Fan has been fitted but needs electrician asap due to fault on fuse spare"*.

On balance, as I'm more persuaded by the notes provided by Mr A's engineer for the reasons I've given, it follows that I'm satisfied IPA's contractors left the boiler in an unsafe condition, which caused Mr A considerable worry when he found out.

So I think as a result of IPA's handling of the claim, Mr A has been caused distress and inconvenience for which he should be compensated. And I consider a reasonable amount of compensation in the circumstances is £300 in total, as there were repeated errors which required reasonable effort on Mr A's part to sort out, and caused disruption and worry for some weeks to vulnerable customers.

But I'm also satisfied IPA wasn't responsible for the failure of the boiler, so it shouldn't be required to pay for the new boiler Mr A had installed. This is because there's no evidence that the actions of IPA's contractors caused the problems Mr A was having with his heating or hot water, or caused the boiler to be deemed uneconomical to repair. Mr A's policy says:

"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."

So I'm satisfied IPA's offer of £250 towards the cost of the new boiler was fair and

reasonable, and in line with the terms of its policy.

Putting things right

Inter Partner Assistance SA should pay Mr A an additional £200, on top of the £100 it's already offered, bringing the total amount of compensation for distress and inconvenience in this complaint to £300.

My final decision

My final decision is that I uphold this complaint and I direct Inter Partner Assistance SA to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 27 January 2026.

Ifrah Malik
Ombudsman