

## The complaint

Mr M has complained that Inter Partner Assistance SA ('IPA') declined his claim for repair costs under his home emergency insurance policy. For the avoidance of doubt, the term 'IPA' includes reference to its agents and representatives for the purposes of this decision.

## What happened

Unfortunately, Mr M experienced problems with his boiler in June 2025. Mr M reported the matter to IPA as he'd purchased home emergency cover from IPA earlier that year, and IPA sent out an engineer. Mr M had informed IPA's agents that the boiler hadn't been serviced. The engineer reported on the issue and IPA declined the claim. The repair which Mr M then had to have carried out cost £500. Mr M was adamant that IPA's documents didn't state that there needed to be annual services, and IPA's agents had also told him this wasn't required. Following his complaint, IPA offered compensation of £150 for its communication failures.

Mr M remained unhappy with the outcome of his complaint, as he remained of the view that IPA hadn't acted in a fair and reasonable manner in declining his claim. In the circumstances, he referred his complaint to this service. The relevant investigator didn't uphold his complaint and considered that £150 compensation was within the range of remedies which the service would expect to be paid by the business in such circumstances.

Mr M didn't agree with the investigator's view. In the circumstances, the case has been referred to me to make a final decision in my role as Ombudsman.

## 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.

The key issue for me to determine is whether IPA applied the policy terms and conditions in a fair and reasonable manner when it declined Mr M's claim. I don't consider that it did act in a fair and reasonable manner in all respects, however I do consider that the compensation of £150 adequately compensate for its failures, and I'll explain why. In reaching this decision, I've also considered the submissions of the parties as summarised below.

Mr M said that when he initially took out his policy, he was led to believe by the agent that a boiler service wasn't needed. He said that he received the same answer after explicitly asking IPA's agent the question when testing the matter as a new customer after his claim was denied. He said that when he'd made the claim, he'd been honest about not having had an annual boiler service and yet IPA still sent out an engineer. The engineer also continued to investigate the problem. He thought that this *'was a waste of their time and mine, and I still have no idea why he came, why he damaged my boiler and then left.'* Mr M believed that IPA was happy to have an engineer come out to site, but when it realised that the job was more complicated, it had *'hidden behind an obscure clause'*. In addition, when he complained to IPA, Mr M said that its representative agreed with Mr M and asked for the

invoice *'as he thought he might be able to get his internal team to agree to reimburse me.'*

Mr M considered that the policy wording was vague and didn't make it clear that a lack of boiler services would lead to exclusion of claims. He felt that the policy wording needed to be changed by IPA and, as it was confusing for customers and its own sales staff. As for whether it would be reasonable for an insurer to decline a claim where a boiler hasn't been serviced based on industry wide practice, Mr M didn't consider that this would be obvious to the consumer. As for the investigator's reference to the agent's website which stated that boilers wouldn't be covered in the absence of services, Mr M said that he'd never accessed this website, and the relevant policy had been sold to him at renewal of his home insurance.

In conclusion, Mr M stated that he wasn't confused when he bought the policy. He'd asked a direct question as to whether the boiler needed to be serviced, and the agent had assured him that it did not. In short, he'd bought a product and IPA hadn't fulfilled its obligations in relation to that product, and he considered this to be unfair. He said that the compensation of £150 for the time-wasting and inconvenience caused was fine, but what he was seeking was compensation in relation to denial of the claim itself.

I now turn to IPA's response to Mr M's complaint. It agreed that it hadn't provided correct information and offered Mr M £150 in compensation in this respect, however it didn't uphold Mr M's substantive complaint about the decline of his claim. It relied upon the wording of an exclusion clause in the policy. It said that; *'According to industry standards, boilers need to be serviced every 12 months'*, and by not servicing the boiler, Mr M hadn't met these standards and that this was *'a contributing factor to the failure of your boiler'*. Whilst it appreciated Mr M's honesty during his claim call, it said that its agent; *'should have informed you that regular servicing is necessary, even though the policy booklet did not specifically mention this.'* IPA stated that the policy exclusions were also clear that day-to-day maintenance wasn't covered by the policy, and that it was the customer's responsibility to ensure that routine maintenance was carried out.

IPA noted that the boiler hadn't been serviced over nine years. It considered that the report of the engineer indicated historic failure of certain components, which it said demonstrated failure to comply with the policy provisions. It considered that the claim fell outside the scope of the policy and noted that there was no emergency which fulfilled the policy conditions as there was no risk to Mr M and the home remained habitable due to availability of an immersion heater. It added that the policy didn't cover the replacement of components that failed due to wear and tear.

In conclusion, IPA acknowledged that the policy booklet didn't mention that regular servicing was necessary for boiler repairs to be covered, and it appreciated that this had caused some confusion for Mr M, compounded by its agent who didn't confirm that servicing was necessary. In addition to this, it accepted that Mr M had been honest about lack of servicing when he made his claim, and that its agent didn't inform Mr M at this point that the boiler would need to be serviced for the claim to be covered. Furthermore, it stated that it agreed that it didn't specifically state that failure to service the boiler would cause a claim decline, but it considered that £150 had compensated Mr M fairly for these communication failures.

I now turn to the reasons why I haven't been able to uphold Mr M's complaint in relation to the decline of his claim by IPA. The starting point for such complaints will be the terms and conditions of the relevant policy as these form the basis of the insurance contract between customers and their insurers.

In this case, IPA's emergency home insurance policy does in principle cover emergencies in connection with boilers and heating systems. Emergencies are defined in the policy as *'sudden and unforeseen incident in your home that immediately: exposes you or a third*

*party to a risk to health, creates a risk of loss or damage to your home and/or any of your belongings, makes your home uninhabitable.* Emergency repairs are then defined as *'Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair.'* A temporary repair is then defined as *'Repairs and/or work immediately required to stop further damage being caused by the emergency. You will need to replace this with a permanent repair.'* The policy doesn't cover permanent repairs.

Whilst the incident may well have been sudden and unforeseen, the available evidence doesn't show that the definition for an emergency has been fulfilled, and it's likely that the repairs Mr M had to pay for would have been classed as permanent repairs. I note that in its communication with Mr M, IPA had initially referenced the first page of the policy booklet as above and had stated that the claim fell outside the scope of the policy *'as there is no risk to you or any third party, and the home remains habitable'*, and it also referred to further exclusions concerning replacement of components that fail due to *'maintenance issues' or 'wear and tear'*. These are described in the policy as follows; *'This insurance doesn't cover normal day-to-day maintenance at your home that you should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like-for-like basis where the replacement is needed to fix the immediate emergency.'*

Emergency home insurance only covers a limited amount of work in limited circumstances and, unfortunately, doesn't provide general boiler breakdown cover. In the circumstances, I consider that it's unlikely that the boiler breakdown would have been covered by IPA's emergency insurance policy in this instance. Whilst IPA's notes clearly indicate that IPA's engineer found that the breakdown here didn't consist of an emergency as defined in the policy. Furthermore, the notes indicate that even if it could have been classed as an emergency, the claim would have declined in any event due to the breakdown being due to a maintenance issue or due to normal wear and tear. Having looked at the available evidence in the context of the policy wording as a whole, I can't say that IPA unfairly or unreasonably declined Mr M's claim for the cost of repairs to his boiler in the circumstances.

It's strange however that IPA's final response letter to decline Mr M's claim focused upon the following exclusion clause only, and also that IPA continued to focus upon this clause throughout the complaints process. Mr M's understandable concern was that the reason given by IPA for declining his claim was that the boiler and heating system hadn't been maintained to industry standards, rather than the above. It instead focussed upon the general exclusion contained in its policy being *'Any defect, damage or failure caused by ..failure to comply with recognised industry standards'*.

I agree with Mr M to the extent that IPA's actions didn't support its apparent stance of automatically declining a claim where regular services hadn't been carried out. I've no doubt that, according to industry standards, customers would be expected to take responsibility for regular maintenance of their boiler and heating systems, and that regular boiler services should form a part of this regime, however the policy doesn't spell it out that there would be no cover in the absence of such services. Coupled with this, I'm satisfied that Mr M was led to believe by IPA's agents that failure to carry out regular services wouldn't affect his home emergency insurance cover. In the circumstances, I don't consider that it was fair or reasonable for IPA to have focussed solely on this exclusion in its final response letter.

In all the circumstances, whilst I'm satisfied that on the balance of probabilities, IPA's decision to decline Mr M's claim was fair and reasonable, I do consider that IPA's formulation and communication of the reasons for the decline of the claim were poor and would no doubt have caused confusion. I don't consider that the failures relate to its agents' actions, I consider that the communication failures relate to IPA's misplaced emphasis in its final response letter upon the exclusion clause. Nevertheless, I'm satisfied that £150 provides an appropriate level of compensation for the distress and inconvenience caused to

Mr M by this communication failure, as this sum is at the upper end of the compensation level which we would expect a business to pay for administrative failures of this nature.

I appreciate that this decision will come as a disappointment for Mr M, particularly as I agree with his main concern that the reason which IPA emphasised for declining his claim was misplaced, and he has clearly put in significant time and effort into making this complaint. I have considerable sympathy for his position. I would also expect IPA to reflect upon its practices and communication with its customers, to ensure that it clearly and fairly explains what it does and doesn't cover under its home emergency insurance policies, and in providing reasons for declining any claim. In summary, as long as it's already paid £150 in compensation to Mr M, I won't require it to do anything else in terms of its clear communication failure.

### **My final decision**

For the reasons given above, I don't uphold Mr M's complaint, and as long as Inter Partner Assistance SA has already paid Mr M £150 in compensation, I don't require it to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 20 March 2026.

Claire Jones  
**Ombudsman**