

complaint

Mr N complains that Inter Partner Assistance S.A. should respond to his claim on his home emergency insurance.

background

Mr N had a packaged bank account which provided home emergency insurance underwritten by IPA. He made a claim on his policy in summer 2014, saying that his boiler had broken down in January. He complained after IPA declined his claim.

The adjudicator recommended that the complaint should be upheld in part. She concluded that the breakdown was a sudden and unexpected event. The policy did not have any time limits for making a claim and IPA had not been prejudiced by the delay. She said that the boiler was still not working. The adjudicator recommended that IPA should consider Mr N's claim.

IPA disagrees with the adjudicator's opinion. It says Mr N may have caused further damage to his boiler by leaving it unused for several months.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have seen the terms of the insurance including the following:

*“Home Emergency.
A sudden event that was not expected by any of Your
Family and which needs immediate action to:*

...

- avoid damage or more damage to Your Home*
- make Your Home fit to live in*

...

What IS NOT covered:

...

*Any loss where You did not contact Us to
arrange repairs.”*

I consider that this last-quoted exclusion is inaccurately summarised in the “key exclusions” as:

“Any loss where you did not contact us to arrange repairs in the first instance”.

IPA has not investigated or provided evidence to dispute the breakdown of Mr N's boiler in January. Therefore I accept that it did break down suddenly and unexpectedly. And I consider that most people would regard that as a home emergency which needed immediate action to make his home fit to live in.

I accept that Mr N had forgotten that he had home emergency cover through his bank. And he did not pay for an engineer himself. He delayed from the winter to the summer before claiming on the policy. So I find it likely that the breakdown upset and inconvenienced him to a lesser extent than it would most people.

I bear in mind the policy term and key exclusion quoted above. But IPA has not investigated or provided evidence about what is wrong with the boiler. So I am not satisfied that Mr N's delay prejudiced IPA's position or that it was fair and reasonable for it to decline his claim on that ground. I consider that IPA ought to have responded positively to his claim in August.

I will order IPA to meet Mr N's claim subject to the terms of the insurance other than those I have quoted above. So – if its investigation provides evidence that Mr N's delay has actually caused damage to his boiler – then it may rely on any other relevant terms.

I do not doubt that its failure to respond positively to his claim has caused Mr N some unnecessary distress and inconvenience.

Mr N told us in late September:

“When my boiler broke down in January, it did so suddenly and without warning, leaving me without hot water or central heating - something the bank seems to class as needing immediate attention. Nothing has actually changed since then - I am still without hot water or central heating. Just because I have inconvenienced myself by showering at my gym for the last eight months and boiling a kettle to wash dishes does not alter this fact.”

In my view, IPA ought to have responded positively to the adjudicator's opinion in November. I consider that its failure to do so prolonged his unnecessary distress and inconvenience. Bearing in mind his own previous delay – and his relaxed approach - I conclude that in his case £150 is fair and reasonable compensation overall.

my final decision

For the reasons I have explained, my final decision is that I uphold this complaint in part. I order Inter Partner Assistance S.A. to:

1. meet Mr N's claim subject to the terms of the cover other than the terms and key exclusion quoted above;
2. pay Mr N £150 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr N to accept or reject my decision before 18 March 2015.

Christopher Gilbert
ombudsman