

complaint

Ms T complains about Inter Partner Assistance SA's ('IPA') decision to decline a claim under her home emergency insurance policy.

background

In December 2012, Ms T registered a claim under her home emergency insurance policy because of a problem with her boiler.

IPA arranged for an engineer to attend, who identified that Ms T's boiler flue was terminating into a passageway, meaning it could not vent properly. Therefore, IPA declined Ms T's claim in reliance on the following policy exclusion:

“any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards”.

Dissatisfied, Ms T complained to IPA, who offered to pay £50 compensation for the distress and inconvenience caused. As Ms T remained unhappy, she brought her complaint to the attention of this service.

Our adjudicator investigated Ms T's complaint and, ultimately, recommended that IPA should refund the premiums which Ms T had paid for the policy. IPA did not accept our adjudicator's opinion and therefore the matter has been referred to me.

my findings

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

IPA says Ms T's claim was clearly excluded under the terms and conditions of her policy. I agree with what IPA has said in this regard and, indeed, this does not appear to be in dispute.

Ms T says when her boiler was installed, it was installed correctly and it is only due to a change in regulations that the flue ventilation has become an issue.

However, IPA says Ms T's boiler was installed incorrectly at the outset. If this is the case then IPA was never 'on risk' and Ms T could never have benefitted from a significant portion of cover under her policy.

Although Ms T's policy also provided cover for certain other home emergency situations, Ms T has told us she agreed to take on the policy after an initial free trial period because the boiler cover appealed to her.

I therefore consider that the primary intention of Ms T in buying this policy was to obtain boiler and central heating cover. As Ms T would never have been in a position to benefit from this cover then the underwriter is not entitled to retain the benefit of these premiums.

If IPA believes that the seller of the policy should in fact bear the responsibility for this then this is a matter for IPA to pursue with the seller of the policy directly.

my final decision

My final decision is that I uphold Ms T's complaint.

Inter Partner Assistance SA must refund Ms T the premiums paid for this policy from the date of inception, together with interest at 8% simple per annum.

This is in addition to the sum of £50 compensation which IPA has already offered for the distress and inconvenience caused.

Christopher Tilson
ombudsman