

complaint

Ms F complains that Inter Partner Assistance SA (“IPA”) will not meet a claim she made under her home emergency insurance policy after a fault arose on her central heating boiler.

background

In September 2014, Ms F’s boiler came on and then overheated. The radiators were dangerous to the touch; there was a burning smell; and the pressure gauge was dangerously high. Concerned about the risk of an explosion, Ms F turned the system off and phoned to claim on her policy.

She was told that her claim was not covered by the policy as she still had heating and hot water, but had turned these off herself. IPA’s representative said that the system would have cut itself off – eventually. Ms F said she was not willing to risk her family’s safety. So she arranged for a local plumber to come and repair her boiler, at a cost of £240, and complained to IPA.

IPA said that under the policy wording, there had to be a complete failure of heating and hot water for a claim to be successful. In this case, the system had been working before Ms F herself turned it off. So it had not failed completely.

Our adjudicator recommended that this complaint should be upheld. He considered that Ms F had made the right decision in the circumstances by turning off the boiler, and IPA had acted unreasonably by refusing the claim. The failure of the boiler’s safety cut out to operate was clearly an emergency as defined in the policy, and Ms F should not be penalised for taking necessary steps to safeguard her health, and avoid the risk of damage to her property. The adjudicator also recommended that IPA pay Ms F a further £50 as compensation for the distress and inconvenience it has caused her.

IPA responded to say, in summary, that if the boiler’s safety feature had shut it down, it would have accepted that this was an emergency under the policy, and would have attended. However, because the boiler was still working when Ms F shut it down, the incident was not covered under the policy wording.

my findings

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

I consider that the circumstances which arose clearly constituted an emergency under the wording of the policy. The safety cut out which should have closed down the boiler did not operate. The plumber who mended the boiler said that Ms F was absolutely right in such circumstances to have shut down the boiler.

The IPA representative said that the safety cut out would have operated eventually. I consider that it might, or might not have done, but it was not reasonable to expect Ms F to risk her family’s safety, or the structure of the property, by waiting to see if this happened.

IPA says that if the boiler had shut itself down, it would have accepted that this was an emergency under the policy wording. Because Ms F shut it off herself, it relies on the following exclusion under the policy:

j) Boilers which are still working, but you suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to our authorised contractor;

There may be circumstances in which it is reasonable for this exclusion to operate, for example if there is a minor intermittent fault. However I do not consider that it was reasonable for IPA to seek to rely on this exclusion in this case. The boiler was out of control, and Ms F rightly considered that there was a real risk to the health of her family, and further damage to the boiler and/or the property. In these circumstances I consider it is unreasonable for IPA to seek to rely on this exclusion and to refuse Ms F's claim.

I conclude that IPA should meet Ms F's claim by refunding the £240 she had to pay the plumber whom she employed when IPA refused to attend. It should also pay her a further £50 as compensation for the distress and inconvenience it has caused her.

my final decision

For the reasons I have set out above, my decision is that I uphold this complaint, and order Inter Partner Assistance SA to pay Ms F compensation totalling £290.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms F to accept or reject my decision before 1 June 2015.

Lennox Towers
ombudsman