

## **complaint**

Mr T complains about Inter Partner Assistance SA's decision to decline a claim under his home emergency insurance policy. Mr T has also made a complaint about the way his policy was sold to him by Swinton Group Ltd, which is being dealt with separately.

## **background to complaint**

Mr T holds a home emergency insurance policy, which is underwritten by IPA. All references to IPA include its claims-handlers.

In October 2011, Mr T attempted to register a claim under his policy because his boiler would not turn off. However, IPA refused to attend as it said he was not experiencing an emergency as defined under the terms and conditions of his policy. Mr T subsequently paid £260 to a private engineer to repair his boiler.

Mr T then brought his complaint to the attention of this service, seeking reimbursement of the money he paid for a private repair.

Our adjudicator did not uphold Mr T's complaint about IPA. Mr T did not accept our adjudicator's findings. He has made a number of submissions, including the following:

- He is unhappy with the definition of 'emergency' within the policy terms
- When he first made contact about the claim he was told he was covered and so was misled
- The policy does not specifically exclude the situation he found himself in and in any event as his central heating had failed to turn off he was experiencing "central heating failure", which is covered.

As a result of the ongoing dispute, the matter has been referred to me.

## **my findings**

At the outset I should explain that IPA, as the underwriter of Mr T's insurance policy, is the business responsible for deciding whether to accept or to reject a claim under the policy.

The Financial Ombudsman Service, when assessing complaints such as this, considers whether an insurer has made an error or acted unfairly or unreasonably in applying the applicable policy terms and conditions. However, I am not able to make an insurer to alter the wording of its policies.

Insurance policies do not provide cover for every eventuality and the level of risk which an insurer is willing to accept in return for the payment of a premium is not unlimited. In particular, home emergency insurance policies provide cover for specified emergency situations only and are not intended to operate as maintenance contracts.

IPA's liability to carry out repairs under Mr T's policy is therefore subject to the terms, conditions and exclusions which are set out in the policy booklet.

Mr T has provided a copy of a policy booklet which provides cover for listed emergency incidents, including:

*"central heating or boiler failure*

*hot water failure....”*

The policy defines an ‘emergency’ as:

*“A result of a sudden and unforeseen event in the home that, if not dealt with quickly will:*

- 1. expose you or anyone else in the home to a health risk or*
- 2. cause a risk of or loss of or damage to the home and or any of your belongings or*
- 3. renders the property uninhabitable*

*This definition includes damage to or breakdown of the essential services to the home...”*

‘Essential services’ are stated to mean:

*“mains drainage to the boundary of the home, water, electricity and gas within the home and the main source of heating where no alternative exists and the service is immediately necessary to prevent an emergency”.*

In order for a claim to be covered under Mr T’s policy, the incident must be listed as one for which the policy provides cover and the circumstances of the claim must also meet the definition of ‘emergency’.

Mr T has indicated that he does not consider the above definition of ‘emergency’ to be satisfactory. However, a similar definition can be found in most (if not all) home emergency insurance policies on the market and is not one that I consider to be inherently unfair.

I understand Mr T believes that, because he was unable to turn his boiler off, he was experiencing boiler/central heating failure. He has said that he has been told that it could have exploded.

Clearly, the situation with the boiler needed to be resolved. However, I am not persuaded that the failure of the system to turn itself off, amounts to central heating failure. Central heating failure, in the context of a home emergency policy would mean that it was not working and is failing to provide heating or hot water. As such, I do not consider that Mr T experienced an insured event which is covered under his policy.

In addition, even if I accepted that this amounted to a central heating failure (which I do not) it would have to result in an emergency as set out in the policy. Although Mr T says that the boiler could have exploded, I am not aware of any convincing independent evidence to support this.

He has suggested that we should speak to his friend who repaired the boiler for him about this. However, it is for him to establish his case and in the absence of any such evidence, I am not persuaded that this fault amounted to an emergency, as set out in the policy terms.

I note there is a variation in the wording of the policy documentation provided by Mr T and the documentation provided by IPA, in that the definition of “emergency” is slightly different. Swinton, as the seller of the policy, is the business responsible for providing a copy of the applicable policy terms and conditions to the policyholder and for notifying the policyholder of any subsequent amendments to the policy wording.

However, in this case, the difference between the wording of the two policies is slight and I do not consider it materially affects the outcome of Mr T’s claim.

For the reasons I have outlined above, I do not consider IPA has made an error or acted unfairly or unreasonably by refusing to attend to Mr T's claim and IPA is not therefore responsible for reimbursing Mr T for the money he paid to a private engineer.

**my decision**

My final decision is I do not uphold this complaint. I make no award against IPA.

Harriet McCarthy  
**ombudsman**