

## **complaint**

Mr and Mrs S are unhappy that Inter Partner Assistance SA (IPA) has declined their home emergency claim. They say the exclusion it's relied on is ambiguous.

Ms S brings this complaint on behalf of himself and his wife, Mrs S. So to keep things simple I'll refer to them both collectively as "Mr S" throughout.

## **background**

Mr S has a home emergency insurance policy which is underwritten by IPA.

In December 2018, Mr S noticed his oil-fired heating system was leaking so he contacted his insurer for assistance. IPA declined the claim on the basis that oil-fired heating systems are not covered under the policy. In the meantime, Mr S arranged for the leak to be repaired.

Mr S is unhappy that his claim has been declined. He said the policy wording is unclear and that because his oil-fired system has an output of less than 60 kilowatts per hour (kw/hr) his claim should be covered.

IPA said it wasn't able to cover the claim because oil-fired heating systems are not covered under the policy. It was satisfied that the policy wording was clear in respect of what heating systems weren't covered. It did however, pay £25 compensation because one of its advisers had previously said to Mr S the wording wasn't clear. IPA said the adviser's comment didn't accurately reflect its position.

Mr S remained unhappy and so brought his complaint to this service. Our investigator considered it but didn't think the policy wording was ambiguous or that IPA had acted unfairly by declining the claim. So she said IPA's amount of compensation was fair.

Because Mr S disagreed with our investigator's opinion, the complaint has been passed to me for an ombudsman's decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I'm not upholding it and I'll explain why.

I've looked at the relevant policy wording and under the section "*what we don't cover*" it says:

*"LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60kw/hr"*

This means if Mr S' heating system meets any of the description above (including oil fired) it won't be covered.

Mr S says because his boiler doesn't have an output over 60kw/hr his claim should be covered. But I don't agree with his interpretation of the policy terms.

IPA has declined Mr S' claim on the basis that he has an oil fired heating system. It hasn't mentioned the output of his heating system and having read the wording, it doesn't need to. I say this because the wording makes it clear – by the use of the word 'or' - that certain heating systems aren't covered or boilers with an output over 60kw/hr. So IPA doesn't need to satisfy both parts of the exclusion in order to rely on it.

I think the policy wording makes it clear that oil fired systems aren't covered, and as Mr S has this type of heating system, I'm satisfied IPA has acted fairly by declining the claim.

For completeness I've considered whether the £25 compensation paid by IPA fairly reflects the inconvenience Mr S was caused as a result of it giving misinformation and I'm satisfied it does. So I don't think IPA needs to do anything else.

**my final decision**

My final decision is that I do not uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 5 September 2019.

Nicola Beakhust  
**ombudsman**