

The complaint

Mr G and Ms O have complained about Inter Partner Assistance SA (IPA) They are not happy that it turned down a claim under their home emergency insurance policy.

For ease of reading any reference to IPA includes its agents.

What happened

Mr G and Ms O made a claim under their home emergency insurance policy as they had a problem with their toilet. IPA sent its agent to have a look at the problem, but it turned down the claim as the small leak from the cistern wasn't leaking externally but into the toilet bowl, so it wasn't causing any damage or classed as an emergency.

When Mr G and Ms O complained to IPA about this it explained that the claim wasn't classed as an emergency and so it wasn't covered under the policy. But Mr G and Ms O remained unhappy, so they complained to this Service.

Our investigator looked into things for them but didn't uphold their complaint. He agreed that as the small leak was contained in the toilet and not leaking externally that IPA hadn't acted unfairly.

As Mr G and Ms O didn't agree the matter has been passed to me for review.

What I've decided – and why

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 agree with our investigator that I don't think IPA has acted unreasonably in turning down the claim. I know this will come as a disappointment to Mr G and Ms O, but I'll explain why.

The policy Mr G and Ms O took out with IPA was a home emergency insurance policy and the general aim of these policies is to help people with an emergency situation in the home (such as a burst pipe). Mr G has maintained that as there was a problem with his toilet, that was covered under the policy, that IPA should repair the toilet. But the intention of the policy is to cover emergency situations and the claim Mr G and Ms O have made isn't classed as an emergency.

I accept that the small leak (which I understand was intermittent when IPA's engineer attended) would be inconvenient and would require repair at some point. But that doesn't mean the small leak would be classed as an emergency. I say this as the leak was completely contained at the time of claim and only leaked into the toilet bowl. And although the drip or leak may well have got worse if left it wasn't an emergency. Mr G or Ms O could simply have called a plumber and asked them to attend at a convenient time.

If the toilet was failing, to the extent that there was an external leak causing damage to Mr G and Ms O's property, then IPA would have undertaken the necessary repair to prevent further damage. I know Mr G has outlined that if the problem is left unattended for a significant period of time then the position would deteriorate and that may well be the case. But the policy doesn't set out to cover this eventuality as a plumber could have been called to fix the problem, which has probably been caused by simple wear and tear, at a convenient time as opposed to requiring an emergency call out.

The policy wording makes it clear that it covers claims as a '*result of a sudden and unforeseen incident in your home, which immediately...*

- i) Exposes you or a third party to a risk to their health or;*
- ii) Creates a risk of loss or damage to your home and/or any of your belongings or;*
- iii) Renders your home uninhabitable'*

So, I don't think IPA has acted unfairly here in declining the claim as it is clear that the circumstances Mr G and Ms O faced don't fit with this.

I note Mr G has said that he wasn't fully aware of how the policy worked (on an emergency basis) and just felt his toilet would be covered. He has quoted from the Insurance Product Information Document which summarises the cover provided which states that a toilet failure is covered. But I don't think the toilet fully failed in this instance and earlier on in the documentation Mr G and Ms O was provided with it summarises that '*This policy meets the needs of a customer who wants cover for emergency call outs, labour and parts for typically a temporary repair when something in the home goes wrong (i.e. central heating breaks down, burst pipes)*'.

Given all of this, I don't think IPA has acted unfairly and I won't be asking it to do anything further. It sent an engineer to Mr G and Ms O's property, but it decided the problem with the cistern wasn't covered and clearly explained why and I don't think this was unreasonable.

My final decision

It follows, for the reasons given above, that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Ms O to accept or reject my decision before 17 November 2023.

Colin Keegan
Ombudsman