

The complaint

Mrs M and Mr M are unhappy with the service provided by Inter Partner Assistance SA (IPA) when dealing with a claim under their home emergency insurance policy.

Mrs M and Mr M are both parties to this complaint. Mr M has primarily dealt with this service. For ease of reference I have referred to Mr M throughout this final decision.

What happened

Mr M took out a home emergency insurance policy underwritten by IPA. The home emergency insurance policy included the following definition:

Emergency

A result of a sudden and unforeseen event at 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. render the home uninhabitable.*

The 'What your policy covers' section explained the following would be covered:

- *'A leak from the internal gas supply pipe in your home between the meter and a gas appliance. We will repair or replace the section of pipe, following the isolation of the gas supply by the National Gas Emergency Service. Please contact your Utility Company for restoration of gas supply who will be able to arrange this for you'*
- *'Complete failure or breakdown of your primary heating / hot water system resulting in no hot water and/or heating'.*

In March 2023 Mr M called his gas company (company C) to report a gas leak. Company C cut all gas supply to Mr M's home. Mr M contacted IPA to report what had happened. IPA arranged for one of their engineers to investigate.

The notes recorded from the engineer's attendance stated *'Dismantled fire to access gas controls... Spoken to customer, advised him that I couldn't locate any leak. I have capped gas run to gas fire as a precaution. Tightness test again was ok. Customer will now need a rerun to the gas fire. Gas supply back on, customer now has heating and hot water. Warning placed on fire as coils are damaged.'*

Later that same day a representative from IPA contacted Mr M and explained that no further work would be provided under the terms of the policy. Mr M disagreed saying that the policy terms say IPA will *'will repair or replace the section of pipe.'* Mr M was also told the policy is designed to cover a state of emergency. Because Mr M has access to central heating and hot water, the policy wouldn't provide any further cover.

Mr M complained to IPA about the way they'd dealt with his claim, specifically not paying for the replacement pipe needed to reinstate the supply of gas to his gas fireplace. IPA didn't offer anything in settlement of the complaint.

Unhappy with IPA's response, Mr M referred his complaint to the Financial Ombudsman service for investigation. The investigator found that the service provided by IPA was reasonable. This was because the home emergency had been resolved in line with what the policy was designed to do.

Mr M didn't accept the investigator's findings. Mr M said *'The policy is very clear, capping the supply to an appliance is not referred to as a possibility within the policy. If a qualified engineer from IPA revisits and concludes that there is not a gas leak, I would kindly request that the supply to the gas fire is re-connected'*

IPA didn't respond to the investigator's findings. As the complaint couldn't be resolved it has been passed to me for decision.

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 reviewed the evidence I agree with the investigator's outcome on this complaint for similar reasons. I've focused my comments on what I think is relevant. If I haven't commented on any specific point it's because I don't believe it has affected what I think is the right outcome.

Mr M's policy was intended to provide emergency cover. So a claim under this policy would result in repairs to prevent an emergency situation from escalating. The main point of dispute in this complaint is whether there was a gas leak that IPA failed to repair in line with the policy terms.

Mr M feels strongly that there was a gas leak, and IPA's engineer didn't *'repair or replace the section of pipe'* which has left him without gas supply to the fireplace in his lounge. When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

The evidence supports that the engineer took reasonable steps to establish whether there was a gas leak, and the source of it. The notes recorded from the engineer's attendance stated *'Dismantled fire to access gas controls. Tightness test with cap in showed no stop, meter ok. Removed disc, 0 drop either, sprayed ldf on gas controls and tightened any nuts and test points. Performed another tightness test, still no drop... checked all visible pipework, ensured gas valve at fire was shutting off. Still no drop in gauge or analyser.'*

Following these steps, the notes recorded that Mr M was informed *'...advised him that I couldn't locate any leak. I have capped gas run to gas fire as a precaution. Tightness test again was ok. Customer will now need a rerun to the gas fire. Gas supply back on, customer now has heating and hot water. Warning placed on fire as coals are damaged.'*

At the time of attending to Mr M's call out, Mr M's gas supply had been disconnected. So he didn't have access to heating or hot water. The engineer couldn't locate a leak but did issue a gas safety warning, explaining the *'coals are damaged'*.

Although a gas leak couldn't be found, as a precautionary measure, the engineer capped the gas run to the gas fire. Given what had been recorded about the gas fireplace, I think this action was reasonable. Without capping the gas run to the gas fire, Mr M would've been left without any heating or hot water. As a result of the work completed by the engineer, the primary heating and hot water system was left functioning as it should be.

After the engineer had attended, I can't say Mr M's home remained at risk in line with the home emergency situations that his policy was designed to cover. It is accepted that Mr M no longer has a gas supply to his fireplace in the lounge. But there's isn't evidence of a leak, and Mr M's home has access to its primary heating system, and hot water. So I can't say there is evidence of an insured event that's covered by the policy. So I won't be asking IPA to do anything in settlement of this complaint.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 6 September 2023.

Neeta Karelia
Ombudsman