

## **The complaint**

Mr C complained about Inter Partner Assistance SA's (IPA) poor service following a claim under his home insurance policy.

## **What happened**

Mr C contacted IPA to report a leak coming from his boiler. IPA sent an engineer who found that the filter was leaking and needed to be replaced. The engineer advised Mr C that the boiler could be bypassed in order to carry out a temporary repair. And to restore the heating and hot water. Mr C didn't want this repair to be done as he felt that this would have placed the boiler into a dangerous position. Also, that the boiler was relatively new. So, the engineer didn't bypass the boiler.

Mr C wanted IPA to replace the filter in order to resolve the issues with his boiler. And as it wouldn't do so, he raised a complaint.

In its final response, IPA maintained its position that it was unable to replace the filter due to it not being an integral part of the heating system. Further, it relied upon the policy terms and conditions which confirmed this. Also, the policy terms stated that it was Mr C's obligation to carry out a permanent repair, once IPA had dealt with the emergency as a temporary repair. It did offer Mr C £75 compensation for some avoidable delays that occurred during the claims process.

As Mr C remained unhappy with the outcome, and he was given his referral rights, he referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. He said that the filter wasn't a part that was covered under the policy, so IPA correctly declined to replace the filter. He said this was clear in the policy. Further, he agreed with the amount of compensation IPA offered, for the delays. So, he said that there was nothing further he could ask IPA to do.

IPA accepted the view, Mr C did not. He said that the view didn't consider the key issue that the policy contained an unfair term, that put him at risk. He disputed that a filter could be deemed as an 'add-on'. And said that without a filter, this would invalidate the boiler's warranty and damage the boiler. He said that our investigator didn't ask him for further evidence and made a decision without the boiler warranty or photos of the leak. So, he asked for a decision from an ombudsman.

## **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 won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr C, but I hope my findings go some way in explaining why I've reached this decision.

IPA agreed that there had been avoidable delays during the claims process. And as such, offered Mr C £75 compensation for the trouble and upset this caused. Having considered the impact of the delays on Mr C, I'm satisfied that the delay caused minimal impact and the £75 compensation offered, adequately reflects this. And is in line with our strict guidelines on compensation awards. So, I won't be asking IPA to increase the amount of compensation.

I've next considered whether IPA ought to have replaced the filter on Mr C's boiler, as he wanted.

Mr C said it was imperative for the filter to be replaced as by not replacing the filter (and indeed bypassing it), would mean that the boiler's warranty would be invalidated. It would also mean that it would place the boiler in a dangerous position, that could cause it to become damaged or be a risk to injury.

IPA sent its engineer after Mr C had made a claim. The engineer (who is considered to be an expert in this field) reported that the filter was leaking and needed to be replaced. Further, the filter could be bypassed to restore the heating and hot water, as a temporary repair.

I'm aware that Mr C didn't want this to happen, but I haven't been provided with any expert evidence or any other evidence from Mr C that shows that if a boiler was bypassed, this could lead to damage to the boiler or potential injury to people. Also, IPA confirmed that the boiler could have functioned correctly, had Mr C agreed to bypassing the filter.

I understand the Mr C felt that our investigator should have asked for further evidence from him. And that he had the evidence regarding the invalidation of the warranty and potential damage to the boiler or people. But as an informal Impartial dispute resolution service, we do not direct parties to submit evidence to us. Rather it is for either party to provide evidence that it believes supports its case. If Mr C felt that this was relevant evidence, he ought to have submitted this, but he didn't do so here.

In addition, IPA relied upon the policy terms and conditions (which is the agreement between both parties) that highlighted there was no cover available to replace the filter. The relevant term states, under the, what isn't covered section: *'Replacement of any equipment added to the standard heating system.'*

IPA explained that a filter is an addition to a heating system and isn't integral to its operation. As I've not been provided with any expert evidence from Mr C that states otherwise, I'm persuaded by IPA, that a filter was equipment that is added to a heating system. And as such, I agree that it wasn't unreasonable for IPA to decline to replace the filter. Also, I'm unable to agree with Mr C's contention, that by bypassing the filter, this would've amounted to *'a wilful act of gross negligence.'*

IPA further declined to replace the filter, as it said that this would've amounted to a permanent repair. It relied on the policy term that indicated this: *'We would always recommend that you arrange for a permanent repair to be completed by a qualified tradesperson as soon as possible, once we have carried out an emergency repair and contained the emergency for you, as this may only provide a temporary solution to the problem.'*

I think that the term is clear and not misleading. And shows that IPA's obligation was to repair the boiler on a temporary basis. This it offered to do, but Mr C chose not to have a

temporary repair conducted. In the circumstances, I'm satisfied that IPA adhered to the policy term. So, I don't agree that it didn't fairly apply it.

I'm satisfied that for the service failings that the amount of compensation offered is fair and in line with our services guidance on compensation awards. So, I won't be asking IPA to increase this further.

I also think that IPA was fair to decline to carry out a permanent repair by replacing the filter, as Mr C's policy had no cover for this.

I acknowledge Mr C's strength of feeling about this complaint and the reason why he referred it to our service. But, in the overall circumstances of this complaint, I haven't seen enough evidence to show that IPA acted unfairly. I'm therefore not going to tell it to do anything further here.

### **My final decision**

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 27 November 2023.

Ayisha Savage  
**Ombudsman**