

The complaint

Mr and Ms P complains about how Inter Partner Assistance SA (IPA) dealt with a request for home assistance after they experienced issues with the hot water within their home.

What happened

In March 2024, Mr and Ms P incepted a household insurance policy, which is provided by IPA. The policy includes cover for home assistance.

At around the end of July 2024, Mr and Ms P said they noticed the hot water within their home was intermittently working. They said resetting the boiler initially restored their hot water. But the problem continued and resetting the boiler then no longer remedied the issue.

Mr and Ms P privately instructed a Gas Safe registered engineer to attend their home. This engineer visited on 31 July 2024. They checked the boiler and gas meter and advised Mr and Ms P to contact their home assistance insurer to request help.

On 2 August 2024, Mr and Ms P contacted IPA to explain that they had no hot water within their home. They requested home assistance and informed IPA there was a vulnerable, disabled occupant within their home.

IPA appointed an engineer to visit Mr and Ms P's home on a priority basis. I'll refer to this engineer as "L" here. L attended Mr and Ms P's home the same day. Mr and Ms P said L's visit lasted less than 10 minutes. They questioned the adequacy of their inspection. They stated L was keen to avoid undertaking any work, didn't check the gas meter and took a sample of the water in the system before leaving their home. Mr and Ms P said L assured them it would return after discussing matters further with IPA.

Mr and Ms P said they didn't receive any further contact from IPA, or L, until 8 August 2024, when they received a text message stating that their home assistance claim had been resolved. In response, Mr and Ms P telephoned IPA to dispute this. They said it informed them that it wouldn't be able to provide further assistance under their policy because their boiler hadn't been annually serviced and was suffering from clogged pipes.

Mr and Ms P were unhappy with IPA's position and complained. They were unhappy with the quality of L's workmanship, the delays they'd experienced and lack of communication about their request for assistance. They informed IPA that they'd had to heat water on the stove and collect dirty dishes so they could be washed simultaneously. They also said the family were unable to shower during the time the hot water wasn't working.

While IPA was investigating Mr and Ms P's complaint, they paid another Gas Safe registered engineer to undertake work to fully restore their hot water. I'll call this engineer "S" here.

S engineer attended Mr and Ms P's home on 19 August 2024 and checked the incoming pipes and gas meter. Mr and Ms P said S observed that there was a faulty valve on the supply gas pipe coming from the meter. S replaced this valve, which restored hot water to Mr

and Ms P's property. It didn't need to flush the pipes to resolve the issue affecting the hot water.

On 3 October 2024, IPA responded to Mr and Ms P's complaint and partially upheld it. IPA accepted there'd been delays and a lack of communication in relation to updates about the claim. It apologised that, having been informed that L would return following its visit, there was no follow up. IPA also apologised for the text message Mr and Ms P received on 8 August 2024. It conceded it could have communicated and kept Mr and Ms P informed of the status of their repair request in a better manner. It accepted this had caused delay and offered to pay Mr and Ms P £200 as a gesture of goodwill to recognise the poor service they'd experienced.

However, in relation to Mr and Ms P's concerns that IPA hadn't provided appropriate assistance under their policy, it didn't think it had erred. It explained that L had identified that the boiler pump was extremely weak and the plate hex was blocked due to sludge in the system. L had also advised that, to resolve this issue, a power flush would be required prior to fitting replacement boiler parts. IPA stated this wasn't covered by their policy. It also explained that, as Mr and Ms P's boiler hadn't been serviced, their home assistance insurance didn't provide cover due to a lack of maintenance.

Mr and Ms P were dissatisfied with IPA's response to their complaint. They wanted it to refund the premiums they'd paid and pay a further £700 in compensation. But it wouldn't do that. So, they referred their complaint to our service.

Our investigator looked into what had happened and didn't recommend upholding this complaint. They were persuaded the compensation already offered by IPA to acknowledge the shortfalls in service received was fair and reasonable. And they didn't think it needed to take any further action to resolve this complaint. They were satisfied overall that it had been fair for IPA not to offer further assistance to Mr and Ms P under their policy.

IPA agreed with our investigator's view of this complaint. But Mr and Ms P didn't and requested an ombudsman's review. I've therefore been asked to decide the fairest way of resolving this complaint.

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.

I'm sorry to hear about the difficulties Mr and Ms P experienced here. I know they feel very strongly about this matter and I appreciate the reasons they brought their complaint to our service. However, while I sympathise with Mr and Ms P, the issue that I must determine is whether IPA made a mistake, or treated them unfairly, such that it needs to now put things right.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

Within this final decision I'll concentrate my findings on what I think is relevant to decide the complaint, which is reflective of our approach in assessing complaints. This means that I may not comment on every written representation made by Mr and Ms P and IPA, which is because I don't think I need to comment on it to reach what I think is the right outcome.

Insurers must deal with claims promptly, fairly and must not unreasonably decline a claim – as set out in the Insurance Conduct of Business Sourcebook (ICOBS). I've considered this and the Consumer Duty together with other relevant rules and guidance when determining this complaint.

Based on the chronology of events, I'm satisfied that IPA promptly responded to Mr and Ms P's request that it assist them with a home assistance claim. It appointed L to attend Mr and Ms P's property on the day they notified it of their claim. And this resulted in L being able to undertake its visit the same day.

I understand that Mr and Ms P informed IPA at the outset of their claim that there was a vulnerable, disabled occupant within their household. The action IPA took in instructing L to visit Mr and Ms P's home demonstrates it prioritised their request for home assistance in efforts to mitigate any distress and inconvenience, while also appropriately recognising the additional needs of the vulnerable, disabled occupant. This was good practice.

I'll turn now to whether IPA acted unfairly when it declined to offer further assistance to Mr and Ms P following L's visit on 2 August 2024.

I've seen the report L provided to IPA which includes photographs taken during its visit. The report identifies issues with the pump and plate hex, which L said had been blocked by sludge. It stated the water sample it took away for testing, confirmed that a power flush was required throughout the system.

I recognise that Mr and Ms P are unhappy that IPA relied on L's opinion when it declined to provide further assistance under their policy. But I'm satisfied that, at that time, that was the only opinion IPA had about what was causing the issues with Mr and Ms P's hot water issues. They didn't share evidence from S to show the work it undertook to restore hot water to their property prior to referring their complaint to our service. So, IPA was unable to revisit its position on Mr and Ms P's claim. In such circumstances, I can't fairly find it was unfair or unreasonable for IPA to rely on L's opinion on the likely cause of the hot water failure here.

I acknowledge that Mr and Ms P don't accept the ground IPA relied on to decline their claim. However, bearing in mind IPA's reliance on L's opinion of what had likely caused Mr and Ms P's hot water to fail, I'll explain why I'm satisfied it acted fairly when it informed them their claim wasn't covered by their home assistance insurance.

Mr and Ms P's home assistance insurance with IPA explains that *"home assistance is insurance that provides cover in the event of certain home emergencies, which impact the safety and security of your home, potentially rendering it uninhabitable"*. The terms of the policy go on to explain that it *"isn't designed to replace your buildings and contents insurance and will not provide assistance for normal day to day home maintenance"*.

The policy sets out that heating and hot water issues and other issues relating to the boiler where they result in a complete failure or breakdown of the primary heating/hot water system resulting in no hot water and/or heating are covered. The cost of repair of such issues is limited to a maximum of *"up to £1,000 per claim for the cost of VAT, callout, labour, parts and materials to carry out an emergency repair"*.

The policy terms explain in clear, unambiguous language that *"any loss or damage resulting from a lack of proper maintenance including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions"* is excluded under the policy. The terms outline that *"any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of your boiler or main*

heating system" isn't covered either.

Here a power flush was recommended by L to resolve the issue with the hot water and this was the only opinion available at the time in relation to the likely cause of the problem Mr and Ms P were experiencing. So, I'm persuaded it was reasonable for IPA to cite the above exclusion term as a reason for declining to assist further.

IPA also sought to rely on the lack of servicing documentation as justification for not providing further assistance to Mr and Ms P under the policy. It said Mr and Ms P didn't share any documentation confirming their boiler had been annually maintained. I can see our investigator requested these records from Mr and Ms P also, but they didn't disclose them.

At the time IPA was handling Mr and Ms P's claim, the issues affecting their hot water were thought to be related to their boiler. And, in the absence of boiler service documentation, I'm persuaded it was fair for IPA to conclude there was no evidence to demonstrate the boiler had been maintained in accordance manufacturers' instructions. It follows that I'm satisfied IPA acted fairly in declining to provide further assistance on this ground also.

Mr and Ms P have disputed L's assessment of what was causing their hot water to fail. I mentioned in the background to this complaint that, when Mr and Ms P were informed IPA wouldn't provide further assistance under their policy, they instructed S to attend their home and restore their hot water. They said S identified that the boiler wasn't the problem and sludge in the pipes wasn't causing an issue either. Mr and Ms P said the fault was caused by a failed valve on the supply gas pipe coming out of the gas meter, which meant there wasn't enough gas coming out of the meter. They said the only work undertaken by S was the replacement a faulty Donkin regulator.

I've seen evidence that confirms the work undertaken by S and I accept that replacing the regulator restored Mr and Ms P's hot water. As there have been no issues with Mr and Ms P's hot water since the regulator was replaced, I accept this was the only work required to restore hot water to their property.

I understand Mr and Ms P's concerns that, had they relied and acted on L's opinion that a power flush was required, this wouldn't have resolved the issues with their hot water. They've argued that L should have checked the gas meter and that, had this occurred, it would have known the regulator had failed. And they've asserted that this renders L's investigation on 2 August 2024 inadequate and flawed. But I'll explain why I don't agree.

I've mentioned already that L's report included photographs taken during its visit and an opinion on the cause of the hot water failing. L's inspection was documented in its report. It assessed Mr and Ms P's boiler during its visit, which was a reasonable position to start from bearing in mind there was a lack of hot water reported. Having inspected the boiler, L identified issues with the pump and plate hex. To reach such an opinion, I'm satisfied L must have undertaken a reasonable assessment here.

While I recognise that the faults L identified weren't ultimately responsible for the loss of hot water here, I think they offered a potential cause. And this explains why L recommended a power flush. I'm persuaded this recommendation was made in good faith by L. And I'm satisfied that, having observed faults with the pump and plate hex, it was reasonable for L not to inspect the gas meter.

Mr and Ms P is frustrated that, had they relied on L's opinion of the cause of the fault with their hot water, they'd have incurred the cost of the power flush. I acknowledge their concerns that this would have been unnecessary. But I bear in mind that they didn't pay the cost of a power flush here. As our investigator informed Mr and Ms P, our service must

consider what happened. We can't award compensation based on hypothetical and speculative situations that could have happened because there's been no financial loss.

I've already explained that I'm persuaded by the available evidence that replacing the regulator resolved the issues with Mr and Ms P's hot water. S didn't undertake any other work. So, it's clear that a power flush was unnecessary here. However, even if S' opinion had been available earlier in Mr and Ms P's claim, I'm not persuaded that this would have meant IPA were responsible for covering the cost of repair. I'll explain why.

IPA states the Donkin regulator was attached to an external pipe, which Mr and Ms P appear to accept here. S doesn't refer to having found a gas leak, which would have been included within the policy terms. The policy doesn't refer to providing cover in circumstances where the valves that form part of an external gas pipe need replacing. So, Mr and Ms P's policy wouldn't have indemnified them for work to replace the regulator even if L had inspected the gas meter and observed a faulty regulator. Overall, I'm persuaded IPA's decision not to offer further assistance to Mr and Ms P was fair and reasonable even if it was based on different grounds ultimately.

It's clear from the available evidence that IPA could have decided it was unable to provide further assistance to Mr and Ms P, and communicated that with them, much sooner. I'm not persuaded that sending a text message on 8 August 2024 informing Mr and Ms P that their claim had been resolved, without a substantive explanation about why IPA wasn't able to assist further, was reasonable. It would have helped manage Mr and Ms P's expectations, and been fairer to them, if IPA had fully explained the grounds upon which their claim had been declined.

I accept that being without hot water is bound to have caused significant disruption and distress to Mr and Ms P and their family. Added to this, the presence of a vulnerable and disabled household occupant brought about additional needs and complications. Had IPA communicated sooner that it was unable to further assist under the policy, the trouble and upset could have been mitigated to Mr and Ms P and their family because they could have instructed S to visit their home earlier. I'm persuaded there was avoidable delay here, which adversely impacted Mr and Ms P's household.

Mr and Ms P were notified that IPA couldn't assist them further on 8 August 2024. But they've told our service they were without hot water for three weeks. As they reported their claim to IPA on 2 August 2024, I've haven't seen any evidence confirming that IPA is responsible for Mr and Ms P not having hot water for three weeks. So, I can't hold it responsible for that here.

In relation to the shortfalls in service Mr and Ms P experienced between 2 and 8 August 2024, I've mentioned that IPA offered to compensate them £200 as a gesture of goodwill. It's clear that Mr and Ms P are seeking a larger award. So, I've considered what a fair and reasonable resolution to this complaint looks like.

We don't punish businesses by awarding damages or compensation as this isn't our role. When deciding what potential compensation to award our service must take two things into account: financial loss as a result of any business error and non-financial loss, including inconvenience and upset.

Here, Mr and Ms P haven't shared any evidence with our service that demonstrates they suffered financial loss because of what happened. So, I can't consider an award under this head of loss.

Turning now to awards for non-financial loss there isn't a set formula that we use to calculate

awards for errors. It's my role to consider what impact IPA's errors had on Mr and Ms P and to decide, within guidelines set by our service, what an appropriate amount of compensation might be.

Having thought about the impact of the poor service Mr and Ms P received here, I'm satisfied £200 is a reasonable amount that fairly recognises the impact this all had on them and their family. Had there not been a vulnerable, disabled occupant within the household I'd have directed a lower compensation award. In the overall circumstances, I'm persuaded the offer made by IPA is consistent with our approach in similar scenarios.

I can appreciate that Mr and Ms P will have spent time in raising their complaint with IPA and in bringing their complaint to our service. But I'm satisfied that £200 in compensation fairly recognises that too. IPA should therefore pay Mr and Ms P £200 to resolve this complaint.

Finally, I understand that Mr and Ms P would like our service to direct IPA to refund the premiums they paid. But I'm not persuaded this would result in a fair outcome to this complaint. I say this because Mr and Ms P were covered for home assistance since March 2024, when they incepted their policy with IPA. They were therefore able to make a claim at any point from March 2024. And I bear in mind that IPA provided assistance under the policy by instructing L to attend Mr and Ms P's home. I'm satisfied Mr and Ms P therefore had the benefit of the policy they purchased. This means I won't be directing IPA to refund the premiums paid.

I realise that Mr and Ms P will be disappointed with this decision but I'm not upholding their complaint. This now brings to an end what we, in trying to resolve Mr and Ms P's dispute with IPA, can do for them. I'm sorry we can't help Mr and Ms P further on this.

My final decision

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 and Ms P and Ms P to accept or reject my decision before 11 November 2025.

Julie Mitchell
Ombudsman