

The complaint

Mr M complains Evolution Insurance Company Limited unfairly declined a claim he made on his Home Care policy.

What happened

In May 2025 Mr M reported an issue with his boiler to Evolution, he said there was a leak coming from a valve. An engineer attended but said the claim wouldn't be covered because the issue was with a filter on the boiler, and the policy excludes filters.

Mr M complained to Evolution, he said the leak wasn't from a filter, but a valve connected to the filter, he also complained about the excess charged under the policy and that Evolution wouldn't refund the premiums he'd paid for the policy. Evolution didn't agree to change its position. And so Mr M referred his complaint to the Financial Ombudsman Service for an independent review. He said he'd since had the repair done at a cost of £280 which he felt Evolution should reimburse.

Our Investigator ultimately recommended the complaint be upheld. She said that whilst repairs to a filter were excluded under the policy, she was satisfied the engineer had highlighted an issue with a valve, rather than the filter itself. As such she thought Evolution should have reasonably carried out a repair to the valve. She recommended Evolution reimburse Mr M what he paid for the valves and installation costs. She also recommended it pay £100 compensation to reflect the unnecessary inconvenience and upset caused by its unfair denial of the claim. But she didn't recommend it reimburse Mr M's excess or premiums; she was satisfied the excess had been fairly charged and that Evolution's refusal to reimburse all premiums paid was reasonable.

Mr M accepted that outcome, Evolution didn't. It said the valve itself was part of the filter, not a stand-alone part. It said given Mr M had replaced the filter at the same time the valve was replaced, this shows that the parts are all part of the same item, that being the filter that is excluded under the policy.

Our Investigator remained satisfied that a fair and reasonable outcome to the claim was for Evolution to cover Mr M's repair cost to the valve and pay compensation. Evolution asked for an Ombudsman to consider matters and so it came to me to decide.

In January 2026 I used a provisional decision on this complaint, I said I wasn't minded to uphold it. Provisionally I said:

Given Mr M has accepted the findings of our Investigator, I'm not going to review or comment on all of the complaint points he's previously raised to this Service, except to say I agree with our Investigator's findings on the excess being payable and Evolution's fair refusal of refunding all premiums. I'll focus on what is still in dispute, and that is whether Evolution has fairly and reasonably refused to reimburse Mr M for the repair needed. And in that respect, I disagree with the Investigator – which means I intend to not uphold Mr M's complaint. I've explained my views below.

Mr M's policy covers him for "repairs or assistance following a boiler emergency or breakdown" unless the boiler is beyond economic repair. "Breakdown" is defined as a persistent fault which has affected the normal operation of those facilities. Mr M reported there was a leak coming from the boiler, which was causing it to lose pressure. I think it's reasonable to say a leak is a "fault" and that fault was affecting the normal operation of the boiler, since it was impacting the pressure. So, I'm satisfied, on the face of it, that Mr M has shown he had a valid claim on the policy.

Where a business then seeks to rely on an exclusion to decline a claim, it is for it to show that it can fairly and reasonably do so. The exclusion Evolution is seeking to apply here is "non-standard central heating accessories. For example, bronze pumps, booster pumps and filters." Evolution initially said the issue was with the isolation valve on the filter, and since those valves are not sold separately, the entire filter would need to be replaced. When Mr M showed the valves were available to purchase separately it said this didn't change its position, since the isolation valves are part of the filter, and the filter is not covered.

Mr M has raised a number of arguments in response. Firstly, he argues filters should not be considered non-standard parts, since buildings regulations introduced in 2022 say filters are required to be fitted on new boiler installations (and so making them 'standard' for boilers). It seems to me that building regulations were updated in 2022 to say magnetic filters (which Mr M had) are to be fitted on new boiler installations. I haven't considered whether or not Mr M's boiler was installed after these regulations, because even if it was, it wouldn't alter the outcome I've reached.

I also don't think I need to consider whether the regulations mean that the filter should now be considered a 'standard' part of a central heating system. I say this because, even if I consider that – by virtue of the regulations – filters should now be considered a standard part of a central heating system, Evolution can still choose not to cover a filter under its terms. It is entitled to decide which parts of a system it wants to insure, and which it doesn't. And I'm satisfied that it has set out to exclude filters. As such, I'm not satisfied that it's reasonable to conclude Evolution should meet the claim because the filter is a standard part of a boiler or heating system.

Evolution's policy says filters are excluded. And as I've set out, it is largely down to an insurer to decide which risks it wants to insure, and which it doesn't. As such I don't find Evolution has acted unreasonably in declining to provide cover for filters under the policy.

I do note that the leak was from a valve, and not the filter itself. However, Evolution says that the valve in question was part of the filter, and not the boiler. And so, as it forms part of the filter, it is excluded.

I think this is a reasonable position for Evolution to take. It seems to me that but for the magnetic filter being installed, the isolation valve that was leaking wouldn't have been present, since the valve allows for water to the filter to be shut off, to enable the filter to be removed. I accept the policy doesn't specifically set out that the valves to the filter are excluded but given I'm currently persuaded those valves are installed as part of the filter installation, not as part of the boiler's standard pipework, I don't think Evolution does need to specifically set out that the filter's valves aren't covered. The policy excludes "filters", the valves are part of the filter and therefore not covered under the policy. I'm not persuaded that being able to replace the valve without having to replace the entire filter means the valve is not a part of the filter.

As such, I'm satisfied Evolution has fairly and reasonably declined the claim.

Responses to my provisional findings

Evolution responded to say it accepted the findings. Mr M didn't respond.

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 matters again, and bearing in mind neither party has provided a substantive response to my provisional findings, I see no reason to depart from them. As such my provisional findings are now that of this, my final decision.

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 M to accept or reject my decision before 10 March 2026.

Michelle Henderson
Ombudsman