

The complaint

Mr and Mrs S have complained about the way Inter Partner Assistance SA (IPA) dealt with a claim under their home emergency policy when their boiler stopped working, leaving them without heating.

What happened

In November 2020, Mr and Mrs S's boiler developed a fault. As they had a home emergency policy with IPA, they contacted them to get the problem fixed. IPA arranged for an engineer to visit their home the following day. The engineer told Mr and Mrs S that the boiler needed some new parts, which would be ordered and should be available in three or four days' time.

Despite what the engineer had said, Mr and Mrs S heard nothing further for another ten days. So Mr S called IPA to find out what was happening. He was told that IPA had received a report from the engineer, indicating there was sludge in the boiler. And dealing with sludge wasn't covered under the home emergency policy.

Mr S challenged what IPA said as the engineer had never mentioned sludge. IPA noted that the engineer hadn't taken a sample of the water and said they needed that. So they'd arrange for the engineer would return and take one.

Mr and Mrs S had a further wait before the engineer returned. He took a sample. IPA said this confirmed there was sludge in the boiler. So it wouldn't be repaired under the terms of the policy.

Mr and Mrs S complained to IPA about the way they'd been dealt with and how the sample was taken. They said they'd been left without heating for an extended period during the winter which they'd found difficult. And they'd not been given updates about remedying the issue with the boiler.

And Mr and Mrs S said that the engineer who took the sample had deliberately contaminated it by using dirty equipment. A sample taken by their own engineer had not shown there was any sludge in the system.

IPA investigated Mr and Mrs S's complaint and partly upheld it. They apologised that their handling had caused Mr and Mrs S distress and inconvenience and said they would pay them £150 compensation for that. And they replaced some parts in the boiler as a gesture of goodwill to see if that would resolve the issue. But they maintained their position that the problems with the boiler were caused by sludge – so weren't covered by the policy.

Mr and Mrs S weren't satisfied with IPA's response and brought their complaint to us. Our investigator considered it and concluded that IPA didn't need to do anything more to resolve it. He noted there was a dispute as to whether or not there was evidence of sludge in the boiler – which he couldn't determine. And he was satisfied IPA's engineer had tried to get the boiler working again. But he explained that the policy didn't cover every eventuality and noted that damage caused by sludge was excluded. So it was fair to decline the claim.

He did think there had been delays in dealing with the claim. But the investigator thought the cheque for £150 sent to Mr and Mrs S was sufficient to compensate them for that.

Mr and Mrs S didn't agree with our investigator's view. So I've been asked to make a 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 done that, I'm not upholding Mr and Mrs S's complaint. I'll explain why.

I've looked at the terms of Mr and Mrs S's policy. The section headed "*You are not covered for the following*" includes:

"Descaling or desludging and any work arising from damage caused by hard water scale, rust or sludge deposit...."

I think that term's clear. So the issue for me to decide is whether it was reasonable for IPA to conclude the problems with Mr and Mrs S's boiler were the result of sludge.

I've been provided with photographs of a sample taken by IPA's engineer, which is cloudy. And I've got photographs taken by an engineer instructed by Mr and Mrs S, in which the sample is clear.

I've noted Mr S's testimony about how IPA's engineer took the sample. So I asked our investigator to find out if IPA had any comments on that.

IPA have confirmed that they don't pay for a test certificate on the water, so none was obtained. Neither has the sample taken by Mr and Mrs S's engineer got a certificate.

I've made enquiries about this issue. I understand it's possible to get both a clean and a cloudy sample from the same boiler by, for example, taking it from a different point in the system. So I'm satisfied that it's possible that both samples in this case were legitimately obtained from Mr and Mrs S's boiler. And - on the basis that their engineer took a sample which they said indicated sludge – I think it was reasonable for IPA to conclude that had caused the problem and it decline cover because damage by sludge was excluded.

Notwithstanding that conclusion, I do appreciate Mr and Mrs S were inconvenienced by IPA not updating them after the first inspection until Mr S chased them up 10 days later. I've seen that during that call Mr S was advised that IPA didn't think the issue was covered. So, although IPA did try and assist them further, Mr and Mrs S were aware from that point that they may have to seek an alternative to pursuing the claim.

But I think IPA have already compensated Mr and Mrs S for that delay by paying them £150. I think that's sufficient to compensate them for how IPA fell short. So I'm not asking them to do anything more to resolve the complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr and Mrs S's complaint about Inter Partner Assistance SA.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 28 October 2021.

Helen Stacey

Ombudsman