

The complaint

Mr M complains that Inter Partner Assistance SA declined his claim to refund the costs incurred in repairing his boiler under his home emergency policy.

What happened

In February 2021 Mr M contacted Inter as his central heating wasn't working although the boiler was still producing hot water. He says an engineer came to investigate the next day. The engineer checked, bled and balanced the radiators and investigated the boiler. He says he told him there was a blockage in the system that was causing the problem. A power flush was suggested, which was not something covered under his policy.

Mr M employed a plumber to power flush the system. This didn't resolve the problem with his heating. His plumber then replaced the pump on the boiler, again this didn't resolve the problem. The plumber suggested replacing the heat exchanger, but this didn't resolve the problem either. Mr M says Inter's engineer visited again and confirmed there was no problem with the boiler and left.

Mr M contacted another plumber. He diagnosed a problem with the wiring harness controlling the divertor valve. The engineer replaced this component and the heating started working. Mr M thinks the power flush wasn't necessary and the pump and heat exchanger didn't need to be replaced. He wants Inter to pay for the cost of the work he had carried out following its engineer's failure to diagnose the wiring harness as the underlying issue.

Inter says its engineer found the radiators were taking some time to reach the required temperature. But the boiler was found to be working. It says a chemical power flush was suggested as the fault was likely to be a blockage in the system. Inter says Mr M contacted it after further work had been carried out by his plumber. It says Mr M advised the heat exchanger was still blocked and needed to be replaced. At this point Inter advised him to have his plumber reattend to unblock the heat exchanger.

Following further contact from Mr M Inter says it arranged for its engineer to return. The engineer found the flow pipe from the boiler was hot and the boiler was maintaining temperature. Several radiators were heating up although most were cold. Inter says its engineer diagnosed that a block or restriction was still in place within the central heating system. But no cover was available under Mr M's policy to resolve this.

In response to the wiring harness replacement, Inter says where one part is replaced that improves boiler speed or performance, this can highlight issues that weren't previously evident. It says Mr M confirmed the heat exchanger was still blocked after the power flush, which shows the boiler was full of "*sludge and scale*". It offered £100 compensation for the distress and inconvenience Mr M and his family experienced. But didn't agree it was responsible for the costs incurred.

Mr M referred his complaint to our service. Our investigator upheld his complaint in part. He didn't think the evidence showed Inter's engineer had misdiagnosed the fault initially. But did think the company should pay for the cost of the wiring harness, which wasn't an issue

linked to sludge in the system. The company agreed to pay this during his investigation.

Mr M disagreed with this outcome. He thought it was clear the only fault was with the wiring harness and that the plumber reports he provided showed this. He asked that an ombudsman review should review his complaint.

It has been passed to me to decide.

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 have decided to uphold Mr M's complaint. I won't be adding to the remedy suggested by our investigator. I understand Mr M will be disappointed with this, but I will explain why I think my decision is fair.

From the records provided Inter's engineer found the boiler was operating effectively when he first attended. Because the boiler was working, but the radiators were "*taking a while to reach temperature*" he concluded a blockage was the likely cause of the problem.

The policy terms say:

"What is not insured: Descaling, power flushes, and damage caused by hard water or sludge resulting from corrosion."

The course of action proposed was to carry out a power flush to clear the blockage. This isn't covered under the policy terms and so couldn't be carried out by Inter's engineer.

Mr M says the power flush didn't work. Nor did replacing the boiler pump or heat exchanger. Inter says that it's likely these parts will have required replacing because there was a problem with a build-up of sludge in the system. Because the power flush didn't restore the heating, it doesn't mean those parts didn't need replacing.

Inter says:

"All the signs when checking the system indicated that sludge and debris were present due to a blockage. The powerflush being completed by the customer's own engineer wouldn't likely fix the matter however would mean that then parts can be replaced and the appliance would begin to function, therefore as a routine maintenance aspect that the customer should follow, the powerflush I still confidently feel was required."

Inter says that when Mr M contacted it, after his plumber had replaced the heat exchanger, he said it was still blocked. It says it advised him to have the plumber return to unblock the heat exchanger.

When considering this matter, I must be guided by the opinion provided by the experts involved. We asked Mr M to provide a report from the plumbers he employed to understand if this contradicted Inter's view. The plumber that completed the power flush and replaced the pump and heat exchanger provided the following comment:

"[Mr M] requested a powerflush of the entire system after receiving advice to do so from the boiler company sent by his insurance company. I performed the powerflush [February] which did not fix the problem of a lack of heat to all radiators."

Given that the system had been flushed it was suggested that the boiler pump may be the problem and, [Mr M] paid for the part and I replaced it, this also did not solve the problem. Finally it was suggested that the main heat exchanger may be the problem, [Mr M] sourced the part and I fitted. Unfortunately this also did not solve the problem of the radiators not heating."

The report from the plumber confirms the power flush and replacement parts didn't resolve the problem. Mr M in a separate email says the plumber told him there was little debris removed from the system, and that he was able to run water through the heat exchanger and there didn't appear to be a blockage. I don't dispute his recollection. But the plumber doesn't confirm there was no blockage in the system. Only that it didn't resolve the problem.

The record from the second visit from Inter's engineer says:

"Boiler is operational and producing heat. Flow pipe is hot and boiler maintaining temperature. Several radiators are heating up although most are cold. The system was balanced out by myself last week. The customer has since had the system cleaned with replacing the main heat exchanger and pump although the issue with circulation still remains. The only outcome can be a blockage or restriction with the ch circuit which is causing the above fault. Recommended to the customer to have an independent engineer attend and carry out inspection on the system as no parts replaced in the appliance are required."

This indicates there was some hot water getting through to some of the radiators. But a fault remained preventing the system working properly to heat Mr M's home.

The plumber who Mr M arranged to fit the wiring harness says:

"We visited the property yesterday 19-02-2021. After listening the customer's explanation what has been done to his boiler and what the problem which he was facing was, we opened the boiler and after doing our checks, we found out that the diverter valve wasn't operating at all. We conducted electrical checks from the mother board to the components and found out that one of the wiring harnesses was faulty. We ordered the correct part, replaced it and the heating is working again."

A fault was found with the wiring harness. This isn't in dispute. But Inter doesn't think this was the underlying cause of the problem.

I have thought about the comments provided by Mr M's plumbers and whether this demonstrates the power flush and replacement of the pump and heat exchanger were unnecessary.

The plumber's report doesn't say the power flush wasn't necessary or that it didn't remove sludge from the system. Similarly, it doesn't say the heat exchanger wasn't blocked. The report just confirms it didn't fix the problem with the heating. I note the records provided show Mr M said the heat exchanger was still blocked when he called Inter after his plumber had carried out the work.

In considering all this I think Inter's explanation is more persuasive that it's likely there was a blockage in the system that was causing the radiator's not to heat up. And that the issue with the wiring harness came to light following work that was carried out.

I do think it's fair that Inter pays for the wiring harness repair as this is unrelated to issues with blockages. But I don't think Mr M has reasonably shown this was the underlying fault when he first contacted Inter.

In summary I don't think Inter treated Mr M fairly when initially declining to pay the cost of the wiring harness repair. But I do think its payment for £100 to acknowledge the distress and inconvenience Mr M and his family experienced was reasonable.

My final decision

My final decision is that I uphold this complaint and Inter Partner Assistance SA should:

- pay Mr M £365 for the cost of the wiring harness repair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 February 2022.

Mike Waldron
Ombudsman