

The complaint

Mr and Mrs W complain that Inter Partner Assistance SA (IPA) damaged their boiler when carrying out a repair under their home emergency insurance policy. They'd like it to be replaced. They'd also like compensation for the additional costs they incurred to heat their home whilst their boiler was out of action.

What happened

Mr and Mrs W contacted IPA on 3 October 2021 as five of the radiators in their home weren't heating up. They said that the boiler itself was working, but the pump wasn't working. They said there were no error lights or other issues with the boiler. IPA attended the following day and installed a new pump. The engineer noted that the water in the heating system was orange and his notes record that he told Mr and Mrs W that the boiler would need washing out soon.

Mr and Mrs W said that they didn't use the heating much after this until November 2021. So it wasn't until then that they noticed the new pump was running hot and frequently cutting out. They said a warning light had appeared on 21 November 2021. And that the boiler had failed completely, with no heating or hot water, from then.

Mr and Mrs W contacted IPA again on 22 November 2021. A second engineer attended their home and replaced the pump again, as he found it to be faulty. The engineer also noted a split in the heat exchanger. He said this was causing water to leak into the boiler.

Mr and Mrs W said that the second engineer asked who had fitted the pump, and then made some unfavourable comments about the first engineer.

Mr and Mrs W said that IPA's second engineer told them that the first engineer had set the pump to its highest level. They felt this had caused a build-up of pressure which dragged silt and sludge through the system. And had led to the boiler no longer working. They said this left them with no central heating or hot water. And that they now needed to completely replace the boiler.

IPA said that the second engineer hadn't completed a paper report due to coronavirus restrictions. So instead they shared the notes the engineer had provided electronically. This included photos and the following note:

Pump shot , cold feed/vent blocked, Main heat x on [boiler name] 15/19 Split Wants quote for replacement boiler or heat x System flush Conventional flue Has no ch

Further notes dated 24 November 2021 stated:

We wouldn't consider the boiler to be BER, a new boiler could cost around £5,000.

Mr and Mrs W complained to IPA on 24 November 2021. They felt that the actions of the first engineer had led to the boiler failure. They were unhappy that IPA hadn't told them that there was an urgent need to wash out the boiler. They said the first engineer had told them that

the system would need to be “flushed out soon”, but that he hadn’t told them not to use the boiler or the heating system until that had been done. And he hadn’t told them how soon they should get that done. They also felt that the engineer shouldn’t have set the pump to the highest level, especially given he’d told them to get the system flushed out soon.

IPA issued their final response to the complaint on 19 January 2022. They didn’t agree they’d caused the damage to the boiler. But they did offer a distress and inconvenience payment of £150 as Mr and Mrs W had been left without heating and hot water. IPA said they’d told Mr and Mrs W that the boiler needed a powerflush, which hadn’t been carried out between the two engineers’ visits. They acknowledged that Mr and Mrs W were unhappy that the first engineer hadn’t told them when the powerflush would be required. But said that due to the lack of maintenance they felt had been evidenced by the build-up of silt within the system, they felt it was clear that the powerflush was required urgently.

IPA didn’t agree that the replacement pump having been put on the highest setting had caused the damage to the boiler. And said that if the powerflush had been carried out when it’d first been recommended, the faults might not have occurred at that point, but would’ve happened eventually due to the age of the heating system. They said that the second engineer had identified the root cause of the problem, which they said was that the pump was unable to circulate efficiently due to a build-up of silt and sludge. They also noted that the first engineer had reported that the water within the heating system had turned orange in colour.

IPA said that they would contribute up to £500 towards the cost of a new boiler if Mr and Mrs W provided sufficient evidence that their boiler was “beyond economical repair” in accordance with the policy wording.

Mr and Mrs W were unhappy with this response. They queried what evidence IPA had since in relation to the “silt and sludge”. They said the first engineer hadn’t mentioned the build-up of silt and sludge during his visit, or on his job sheet. And that he’d only mentioned the water being orange. They said the boiler was working perfectly when the first engineer attended. They said it was switched on, with no warning lights, and was producing hot water. They queried why the first engineer would’ve replaced the pump if he’d felt the problem had been caused by silt and sludge in the full knowledge that the issue would reoccur. They also didn’t think he should have left the boiler set at the highest setting given that situation. Mr and Mrs W felt that if the first engineer had considered that the build-up of silt and sludge in the system was so serious, that he had the professional responsibility and duty of care to advise them of that. But he hadn’t mentioned it at all. They said he should’ve said he could complete the repair, but the heating system shouldn’t be switched on until the system had been flushed. They said that if the first engineer had believed that the required system flush was urgent, his subsequent actions were negligent and irresponsible.

Mr and Mrs W said that IPA had mentioned the lack of maintenance of their boiler in their final response. But didn’t feel that they had any evidence of that. They said that their boiler was serviced regularly, with the most recent service being October 2019.

Mr and Mrs W also said that IPA had sent them a cheque for £150 before they’d received IPA’s written response. And that as they didn’t agree with the response, they didn’t accept the cheque. They felt that IPA must consider that their boiler was economical to repair, even though the second engineer had said it wasn’t, given they’d asked for evidence that their boiler was beyond economical repair before they’d provide the £500 contribution towards a replacement. They said they’d had three companies attend to assess the damage and provide quotes. And that all had told them that the boiler wasn’t repairable.

Mr and Mrs W said that IPA didn’t provide a written response to their queries. But that on 2

February 2022, after they initiated a call, they said that IPA told them they'd based their final response on the opinions of a senior engineer at the same firm that the first engineer had worked for. They said that the first engineer had never asked them about their boiler's maintenance history. And that the senior engineer IPA had spoken to had never made contact with them either. They didn't think it was fair that a senior engineer who had no knowledge of the boiler's maintenance history had stated that the faults were due to a lack of maintenance.

Mr and Mrs W brought their complaint to this service. They said that it had been difficult to get quotes for a new boiler. And that they hadn't been able to find anyone to undertake any work quickly. This had led to them spending Christmas and New Year without any central heating. They said this had led to significant personal expense including £4,920 to install a new boiler, the purchase of a freestanding radiator, an increase in solid fuel costs for their only source of heating in one room over a three month period, and increased electricity costs to heat water via the immersion and due to the use of fan heaters.

Our investigator consider the complaint, but didn't feel that it should be upheld. Based on the evidence presented, he felt that silt and sludge was already present within the heating system before the first engineer's visit. And he didn't consider that the repairs carried out by IPA, including the faulty pump and it being set to the highest level was the main cause of the damage to the heating system. He felt that it was likely that the damage would've happened whether the new pump had been fitted or not. He felt that the compensation for distress and inconvenience that IPA had offered was fair. And that if Mr and Mrs W wanted IPA to pay the £500 contribution towards their new boiler, they should share any evidence that their old boiler had been deemed beyond economical repair with IPA so that they could consider this aspect further.

Mr and Mrs W didn't agree with our investigator. They made the following points:

- IPA hadn't provided any evidence that the first engineer hadn't caused the damage. They felt it was pure supposition that their boiler was likely to stop working, irrespective of the first repair, due to its age. And felt that it could've continued to work perfectly well for another five to ten years, given it was regularly maintained.
- They couldn't provide any further evidence. They said this was because:
 - The first engineer had taken the defective pump with him
 - The second engineer had told them to dispose of the defective new pump, which they had
 - Their boiler had been replaced and disposed of by the company which had undertaken the work
- They said that it was clear that a build-up of silt and sludge, which they hadn't been advised of, was a potential threat to the boiler. But that they'd only been told that the water was discoloured. They felt this would be the case in a very high percentage of household heating systems. They said there was no mention of silt and sludge on the first engineer's job sheet.
- They said the second engineer had told them the pump shouldn't have been set to the highest level. And that their boiler was working perfectly well before the first engineer's visit. They said there was no split in the heat exchanger or leaking of water into the boiler before the first repair was carried out.

As agreement couldn't be reached, the complaint has come to me for a final 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 so, I'm not going to uphold it. I know this will be disappointing to Mr and Mrs W. I'll explain the reasons for my decision.

As our investigator said, when we look into this sort of complaint, our role is to look at all the available evidence. We then have to make a decision about what the most likely reason for the damage was.

In this complaint, Mr and Mrs W believe that the first engineer caused the damage to their boiler. They've told this service that their boiler was regularly maintained and could've worked perfectly well for several more years but for the first engineer's actions. IPA feel that the damage was already done to the boiler before their engineer's visit.

Mr and Mrs W said that their boiler was working perfectly well before the engineer's visit. And that they simply had problems with five of their radiators.

IPA said that the fact that five radiators weren't working showed that there was already poor circulation within the boiler. They felt that this showed there was silt in the system before their engineer had first replaced the pump.

Mr and Mrs W don't consider that IPA have provided any evidence that the first engineer didn't cause the damage. They've also explained why they aren't in a position to provide any further evidence themselves.

I've carefully considered what both parties have said, and the evidence they've provided. On balance, I'm more persuaded that the boiler damage was already there before the first engineer's visit. Although the job sheet didn't explain that the reason the radiators weren't heating up was due to silt and sludge build up, I think it's reasonable to consider that such a build-up would've affected the overall circulation in the system. And the first engineer did also make Mr and Mrs W aware that the water in the boiler was orange and that it would therefore need washing out soon.

I acknowledge that Mr and Mrs W don't agree with me here. They consider it's pure supposition that the boiler was failing anyway, before the first engineer's visit. I agree that we can't be completely certain. But I've based my decision on everything I've been provided with.

I acknowledge that Mr and Mrs W feel they should've been told why their radiators weren't heating up. And why they the first engineer recommended the boiler be washed out. I agree that there's no mention of silt and sludge on the first engineer's job sheet. But I'm satisfied that the fact the five of the radiators weren't working before the first visit is a strong indication that the circulation within the boiler wasn't perfect. And I'm persuaded in any event, the first engineer did tell Mr and Mrs W that they would need to have the boiler washed out. Therefore, even though I've seen no evidence that he told them their boiler had silt issues, he advised them that they would need to take action to clean their boiler.

Mr and Mrs W said that the first engineer gave them no indication of when they should have their boiler washed out. They felt that they should've been told this was an urgent requirement. I can see that it would've been frustrating that the first engineer wasn't clearer.

But I don't consider that he was required to give them a deadline. Washing out boilers isn't covered under Mr and Mrs W's policy. And Mr and Mrs W could've asked for clarification if they'd needed it. I've also seen no evidence that there was an immediate risk of damage to the boiler caused by any silt inside it. And the boiler did in fact continue to work until late November.

Mr and Mrs W also said that the second engineer had told them that their pump had been set too high.

IPA said that Mr and Mrs W have a large house. So the pump needed to be set at the highest level to circulate water throughout the system. They said their senior engineer had reviewed the notes and confirmed that the first engineer hadn't set the pump too high for the property.

I've not seen any evidence to confirm that the level the pump was set at caused the damage to the boiler. While I acknowledge that Mr and Mrs W said the second engineer told them the pump was set too high, his notes from the job don't reference this. And I'm satisfied that there was a valid reason for setting the pump at the highest level. So it wouldn't be fair or reasonable for me to conclude that this had caused the damage.

Mr and Mrs W said they'd had three companies attend to assess the boiler damage. They said all had concluded that their boiler wasn't repairable. After IPA's second engineer's visit, further notes record that IPA didn't consider the boiler to be beyond economical repair.

As IPA drew a different conclusion from Mr and Mrs W about the boiler, I consider that it's fair, and in line with the policy's terms and conditions, for IPA to require evidence that the old boiler had been deemed beyond economical repair before they would pay the £500 contribution towards a new boiler. If Mr and Mrs W wish to pursue this contribution they should share their evidence with IPA so that they can consider it. I also consider that the compensation for distress and inconvenience that IPA offered - £150 - was fair under the circumstances of the complaint. If Mr and Mrs W would now like to accept this offer, if it's still available, they should contact IPA.

I'm sorry that Mr and Mrs W were left without heating and hot water. But overall, I've seen no evidence that IPA are responsible for the damage to Mr and Mrs W's boiler. I say this in respect of IPA's failure to explain the reason the boiler needed to be washed out, the installation of the faulty pump, and the setting of the pump to the highest level. And while I know this will disappoint Mr and Mrs W, I'm unable to uphold their complaint.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 25 August 2022.

Jo Occleshaw
Ombudsman