

## **complaint**

Mr B complains about the way Inter Partner Assistance SA (IPA) has dealt with a claim he made on a home emergency policy when he had problems with his boiler.

## **background**

Mr B had a home emergency policy with IPA. In January 2017 Mr B experienced a problem with his boiler and reported this to IPA. IPA sent an engineer from one of its partners/agents to inspect it.

The engineer identified an error code that suggested the boiler needed topping up, so he did this. But the error code didn't clear. IPA said this indicated there was dirt or debris within the boiler and that the water pressure switch was blocked. The engineer also noted that expansion tubes on the flow return were blocking the boiler. And they had become hard indicating they hadn't been changed for some time. He said that these were causing the boiler to fail. Because of this, he labelled the boiler "at risk" and didn't undertake any more work on it. IPA declined to give further assistance due to the condition of the boiler.

Mr B then arranged for his own engineer to inspect the boiler and he identified the same fault code as IPA's engineer, He also reported the same blockages in the water pressure switch and flow return.

Mr B says his engineer managed to get the boiler working again by replacing the valve and only did the other jobs because the IPA engineer had provided a list of the other faults. Mr B complained to IPA saying their engineer had misdiagnosed the problem and they should pay for the repairs. IPA declined this saying that the problems had been caused by a blockage and inadequate maintenance of the boiler. And this meant the repairs weren't covered by the policy.

Mr B disagreed and brought his complaint to this service. Our investigator didn't think IPA should pay for the repairs for the same reasons. Mr B wasn't happy with this and asked for an ombudsman to review his case. He said his engineer had managed to get the boiler working by changing a valve and only undertook other repairs (including clearing the blockage) because he'd been supplied with the list of faults identified by IPA's engineer. Because of this IPA should pay for the repairs or the replaced valve at least.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

During a call with our investigator, Mr B said he would provide further evidence from his engineer to help support his case. This information has not been forthcoming so I have based my decision on the information I have available. And having done so I have reached the same conclusion as the investigator for broadly the same reasons. I'll explain why.

The terms and conditions of Mr B's policy explain what is and isn't covered. Included is a term relating to the requirement to maintain the boiler properly. It clearly states the policy doesn't cover

*“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”*

So the two key things for me to decide in this case are whether IPA has shown that the boiler hadn't been properly maintained and whether a lack of maintenance caused the boiler to fail.

*has the boiler been properly maintained?*

I've considered the information about the boiler faults provided by IPA's engineer and the details of the work Mr B's own engineer undertook. Both of these suggest that the boiler hasn't been maintained correctly. If the boiler had been serviced annually in line with the manufacturer's instructions it's more likely than not that deterioration in the boiler's performance would have been identified previously.

I've also taken into account that Mr B wasn't able to recall when he last had the boiler serviced. On balance, I think it's likely this was some time ago and almost certainly in excess of a year. And Mr B hasn't provided any evidence to convince me otherwise. Because of this I'm not persuaded the boiler has been maintained in line with the manufacturer's instructions.*did the lack of maintenance cause the boiler failure?*

When IPA's engineer attended the site, he found a F75 fault code showing. He topped up the boiler but this didn't reset the fault code which, it says, indicated dirt or debris within the return filter and the pressure switch being blocked.

The engineer also said that the two expansion tubes on the flow return had become hard, were breaking down and blocking the boiler causing it to fail. Mr B's engineer agreed that the water pressure switch was blocked with the tubes. From this I think it was reasonable for IPA to conclude that the boiler failure was caused by a lack of maintenance.

The two engineers both noted the F75 fault and blockages in the water pressure switch and the flow return. They also agreed there was a problem with the tubes on the flow return. So I don't think Mr B's view that IPA's engineer misdiagnosed the fault is right. I'm satisfied they reached broadly the same conclusion.

Mr B says his engineer, having replaced the valve, only undertook other work including replacing the hoses because IPA's engineer had provided a list of other faults. But I haven't seen any evidence that confirms this. And his report suggests it was following his own investigation that he replaced the tubes and cleared the blockage.

So in summary, I've concluded that it was reasonable for IPA to decline the claim as the repairs aren't covered under his policy. Because of this I won't be asking IPA to do any more.

### **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 B to accept or reject my decision before 2 February 2018.

Paul Phillips  
**ombudsman**