

The complaint

Mr M and Mrs M complain about Inter Partner Assistance SA's provision of an annual boiler service.

What happened

Mr M and Mrs M have a home insurance policy which they purchased through an intermediary. This includes cover for buildings and contents, amongst other things.

Whilst it is a single policy, the cover is underwritten by a number of different underwriters. IPA provide home emergency cover under the policy, as well as an annual boiler service.

IPA's agents carried out an annual boiler service in August 2022. They reported no problems with the boiler. A few weeks later, Mr M and Mrs M called IPA and reported an issue with the boiler. When they turned on the hot water function (only), their central heating system was also coming on.

IPA promptly sent another engineer to inspect the boiler. They found a problem with the plate heat exchanger, which they described as blocked (by sludge). This was causing the diverter valve to fail. Essentially, the hot water generated by the boiler was not being properly directed solely into the water pipes but was also feeding into the central heating system unbidden.

The engineer also spotted signs of water leaking from the air vents in the system. They said the system would need a new plate and diverter valve. But the screws under the diverter valve were so corroded they might break completely during repairs, which would mean the boiler would need to be replaced.

The engineer said the boiler was in poor condition, had significant rust, sludge and/or scale and, in their opinion, had not been maintained.

Mr M and Mrs M were annoyed these problems hadn't been picked up by the annual service carried out a few weeks previously. They complained to IPA. They want IPA to replace their boiler.

IPA didn't uphold the complaint, so Mr M and Mrs M brought it to our service. Our investigator looked into it and didn't think IPA had done anything wrong.

Mr M and Mrs M disagreed and asked for a final decision from an ombudsman.

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.

It's important first of all to understand the nature of the insurance cover provided by IPA to Mr M and Mrs M through their policy. There are two parts to this – home emergency cover and the annual boiler service.

No-one is suggesting that in this case Mr M and Mrs M at any point suffered a home emergency. Their hot water was functioning throughout and whilst it was inconvenient that their heating was coming on unnecessarily, this couldn't reasonably be described as an emergency.

The real questions in this complaint then are about the annual boiler service carried out in August 2022. First, whether this was carried out properly. And, if not, what effect this had on Mr M and Mrs M.

The policy booklet describes the annual boiler service as a "*safety and efficiency check*". Essentially, the service includes a number of safety checks to ensure the boiler is not a danger to the people living in the house. And checks to ensure the boiler is working.

The terms say the service includes materials and parts up to the value of £10. And they say the service does not include: removing sludge or scale; repairing the boiler; or repairing or replacing parts of the central heating system and controls.

The first question is whether the annual service was carried out properly – whether, in effect, IPA provided the service they are supposed to provide under the terms of the policy.

It seems there's no dispute that the safety checks were carried out. It's also true to say that if the purpose of the other checks was simply to establish that the boiler was working (heating up water), then that was also done.

The policy terms however do suggest that the checks are slightly more involved than simply establishing that the water is heating up. The terms refer to a "*full test of all boiler components and functionality*".

The policy terms explicitly say that the service doesn't include removing sludge or scale from the system. At least by implication then, the engineer carrying out the service might not be expected to carry out checks for sludge, scale or rust. And it seems the problem may ultimately have been due to sludge or scale in the system, as the second engineer said.

However, IPA say – quite rightly – that they would expect an engineer carrying out a service to address any problems the customer asked them about during the service. Whilst those issues might not be covered, it wouldn't be unreasonable to expect the engineer to at least advise the customer about what further tests and/or repairs needed to be carried out.

Mr M and Mrs M say they told the annual service engineer that their system was malfunctioning, in that their heating was coming on when they had only turned on the hot water.

The engineer's notes don't suggest that such a conversation took place. And they later said that the issue hadn't been raised at the time.

There's clearly a conflict of evidence here which I can't ultimately resolve. If Mr M and Mrs M didn't mention the problem during the service, I can't reasonably conclude the service was carried out poorly. If they did, then the engineer hasn't really done what would be expected of them – in terms of the policy or in terms of IPA's own expectations.

I don't think I need to resolve that conflict of evidence though in order to decide the outcome of this complaint. I'll explain what I mean by this.

Mr M and Mrs M contacted IPA a few weeks after the service. IPA responded very promptly and had an engineer carry out a thorough inspection which identified the problem with the

boiler and the repairs (or replacement, if the repairs failed due to the corrosion of some of the components) that needed to be carried out.

As the policy terms set out very clearly, the boiler repairs – or replacement – which have now been identified as absolutely necessary – are not covered by IPA under the policy.

It's absolutely clear that the issues with the boiler and system pre-dated the annual service in August. The rust in the boiler is quite pronounced and advanced. The scale has clearly been accumulating for some considerable time. The diverter valve isn't working due to sludge in the system – which cannot conceivably have arisen between mid-August (the service) and mid-September (the second visit).

So, even if I assume that the annual service wasn't carried out very well in August (and as I say, this is a matter of dispute between the parties), none of that damage is covered – or would ever have been covered – by IPA. Nor were IPA obliged – either in August 2022 or at previous annual services – to address any problems with sludge, rust or scale.

I'm sorry that Mr M and Mrs M have experienced this problem with their boiler and their heating. But I can't reasonably conclude that IPA have either caused those issues or failed to address them reasonably promptly.

If there were any shortcomings in the annual service, these have not had any significant effect on the position Mr M and Mrs M find themselves in. Their boiler is either old or in poor condition – or both. It needs significant repair or replacement because of that. Insurance policies in general cover unfortunate accidents or mishaps. They don't usually cover replacement of items that are old and/or suffering wear and tear and/or have not been maintained.

My final decision

For the reasons set out above, I don't uphold Mr M and Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 24 August 2023.

Neil Marshall
Ombudsman