

The complaint

Mr H complains about the decision by Inter Partner Assistance SA ('IPA') to turn down his boilerplus claim.

What happened

Mr H holds boilerplus cover with IPA. In January 2023, Mr H's boiler stopped working and an engineer attended. The pump was cleaned, and the nozzle replaced. Mr H made a claim to IPA.

IPA turned down the claim, as it thought the work that had been carried out was excluded under the policy. Unhappy with this, Mr H brought a complaint to this service.

Our investigator didn't recommend the complaint be upheld. She thought IPA had turned down the claim in line with the policy terms.

Mr H didn't accept our investigator's findings, and so the matter has been passed to me for 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.

Under the section of the policy 'WHAT IS NOT COVERED' it says:

'The cost of a boiler service and parts replaced as routine in this service, or parts that have not failed but require replacement; parts damaged due to the lack of service; cleaning or adjusting of parts (including where the parts have stopped functioning until cleaned or adjusted).'

The engineer cleaned the pump. The above wording makes it clear that cleaning of parts is excluded, so I don't require IPA to pay for this.

Mr H says he thinks the intent of the above policy wording is to exclude issues caused by the lack of regular maintenance and servicing of the boiler. He says the engineer told him the pump would not be cleaned or examined during regular servicing, so he thinks this should be covered.

The wording makes it clear that parts damaged due to the lack of service aren't covered. This is separated by a semicolon from the next section in the list of what is not covered. This says that cleaning or adjusting of parts isn't covered. So it doesn't matter whether or not the pump is cleaned or examined during regular servicing. The fact remains that cleaning of parts is specifically excluded.

The engineer also replaced the nozzle due to excess soiling. Mr H argues that the nozzle is a consumable item and not a component because it is replaced annually at a service.

The policy covers the components and controls within the casing of the boiler. I would assume the nozzle is within the boiler casing, so this would be considered a component and therefore potentially covered (even if it is replaced regularly). Nozzles aren't covered separately under the policy.

However, the policy excludes the cost of replacing any component which has been installed for a period of less than six months.

The nozzle was replaced at the previous service in August 2022. This was within six months of it needing to be replaced again in January 2023. I'm therefore satisfied IPA was correct to turn down this part of the claim.

As the work carried out by the engineer wasn't covered under the policy, I don't require IPA to cover the engineer's call out fee.

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 H to accept or reject my decision before 4 August 2023.

Chantelle Hurn-Ryan
Ombudsman