

The complaint

Mrs I complains that her ceiling suffered water damage because Domestic & General Insurance Plc (D&G) didn't properly investigate a fault with her boiler.

What happened

Mrs I had a boiler protection policy with D&G. She reported a loss of pressure in her boiler and a leak which was evident because of a damp patch on the floor. D&G put the pressure back to what it should've been but said the damp floor was caused by condensation on the outside of the pipes.

Mrs I noticed the damp was coming through to the ceiling below and a month later she complained to D&G. Mrs I felt that the engineer hadn't properly investigated the leak and drop in pressure and, because of that, the leak continued and damaged her ceiling. She felt that D&G was responsible for the damage and wanted it to cover the repairs.

D&G offered another visit to look at the boiler again, but Mrs I was reluctant. D&G explained that a visit was necessary to find where the leak was coming from and it provided the referral details for Mrs I to arrange an appointment directly with the engineer.

Two days later, D&G attended Mrs I's home again. The engineer diagnosed the fault with a pipe, which was the same as the original engineer's report. D&G confirmed the leak wasn't covered under the policy, but Mrs I was unhappy with its decision.

Our investigator didn't uphold the complaint. She didn't think there was any evidence to support Mrs I's claim that D&G hadn't investigated the leak properly. She also thought that because the leak had been left untreated for a month, it wasn't fair to hold D&G responsible for the subsequent damage.

Mrs I didn't agree. She said that the engineer wasn't at her home long enough to carry out a thorough investigation, and she still thinks her ceiling was damaged because of D&G's failure to identify the leak.

The complaint was 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.

While I realise this is not the outcome Mrs I had hoped for, I've decided not to uphold her complaint. I'll explain why.

The key issue here is that Mrs I thinks the first engineer didn't investigate the leak and boiler pressure fault properly. So, she thinks it's responsible for the subsequent water damage to the ceiling.

I've looked at the policy to see what Mrs I was covered for, specifically in relation to her claim. The policy insures against boiler and controls breakdown and protects the system. Within the policy, the boiler is defined as,

“the gas boiler protected by this policy, as shown on your certificate (this only includes the parts inside the boiler casing...)”

The system is defined as,

“the radiators, radiator valves, expansion tank, the accessible and visible pipework directly associated with the provision of central heating (excluding any taps and their direct supply) ...”

Within the general exclusions, the policy states it does not provide cover for:

“General exclusions

- damage to any other property or possessions, unless it is our fault;*
- cosmetic damage such as damage to paintwork, dents or scratches;”*

And within the special exclusions, the policy states:

“Work on anything not part of the heating equipment, for example warm air units, electric boiler or combined heat power units, non-accessible or nonvisible pipework, energy management systems, unvented pressurised cylinders (thermal stores) ...fuel lines to the heating equipment and the flue systems from the heating equipment, the cold water supply tank, its feed or outlet, taps, any pipework...”

I understand that Mrs I doesn't think the engineer completed a thorough inspection. I can see that the engineer visited on the day she reported the leak and pressure problem. While Mrs I says the engineer was only in her home for five minutes, his report suggests that he did what he was there for – he reinstated the boiler pressure and looked for evidence of a leak. The engineer stated that there was no evidence of a leak from the boiler and the nearby pipework was wet due to condensation. It's not clear what Mrs I thought the engineer should've done differently at that appointment, but I can't see anything here which causes me to think the work done was insufficient.

Mrs I contacted D&G after the engineer left to say there was still a leak. It advised her to call the engineer, who had provided her with a mobile number, so he could attend again that day. D&G also said if there were any problems getting in touch with him to let it know. I've listened to the calls and I'm satisfied that D&G's response to that initial complaint was reasonable. However, Mrs I confirmed in a later call that she didn't try to get in touch with the engineer.

Mrs I called D&G again about the leak a month later. The water had damaged her ceiling by that point, and she thought it should cover the repairs. D&G declined because of Mrs I's delay in reporting and because the source of the leak was thought to be from pipes not covered under her policy.

Looking at the overall circumstances, I think D&G's response was fair. When Mrs I first reported a problem with the boiler pressure, she didn't want a visit and asked D&G to consider just “paying out”. It explained that it needed to inspect the boiler and provided Mrs I with contact details to arrange the appointment to suit her. She didn't act on the advice D&G gave.

Two weeks later she reported that there was also a leak and on that day she arranged an appointment with an engineer. After he had left, Mrs I complained to D&G and it provided advice – to get back in touch with the engineer. Again, she didn't follow its advice.

A month further on, and Mrs I reported that there was damage to her ceiling which she thinks D&G is responsible for because the engineer didn't fix the leak. However, she didn't contact D&G during that month and the water damage got worse.

I can understand that Mrs I might've been reluctant to let engineers into her home because of health fears. But I don't think it's at all fair to hold D&G responsible for damage caused by a leak it was unaware of and, as appears to be the case, not covered under Mrs I's policy.

An engineer who attended after Mrs I's complaint diagnosed a fault identical to that diagnosed originally. The engineers felt that the leak was coming from hidden pipework. As D&G has provided two inspection outcomes and Mrs I hasn't provided anything to the contrary, I have no reason to doubt that there were no visible signs of a leak. As mentioned before, the policy excludes cover for hidden pipework, indicating the leak, if it were coming from hidden pipes, wasn't covered under the policy.

In summary, D&G attended to fix the boiler pressure and attend to a reported leak. Whether or not D&G carried out a thorough inspection, I don't think it's fair to hold it responsible for the subsequent water damage to Mrs I's ceiling. That's because Mrs I didn't act on D&G's advice to call the engineer back the same day, and she delayed reporting the leak again for a month until her ceiling was damaged to a greater extent than it need have been. So, she didn't give D&G an opportunity to reinspect until after the damage happened.

I also think D&G's actions are a secondary issue, and that's because the hidden pipe which may have been the source of the leak wasn't covered under her policy anyway. So Mrs I would always have needed to get her own engineer in to repair the leak and subsequent damage.

My final decision

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs I to accept or reject my decision before 11 December 2020.

Debra Vaughan
Ombudsman