

The complaint

Mr R is unhappy with the way Domestic and General Insurance Plc (D&G) handled his claim under his boiler protection policy. In particular, he says he is unhappy with delays and the amount of time the property was left without heating or hot water.

What happened

The details of this complaint are well known to both parties, so I will not repeat them again here. The facts are not in dispute, so I will focus on giving the reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- Mr R is understandably unhappy that after reporting a fault with his boiler on 9 November 2021, he was being asked to wait until at least 23 November 2021 before the issue could be resolved. (this was after two previous visits by an engineer and an order of parts had failed to resolve the issue).
- Mr R accepted D&G's offer to write off the boiler and pay him the £750 replacement limit that the policy provided for. However, after this had been agreed on 18 November 2021, he was unhappy when he hadn't received the payment by 10 December 2021.
- D&G have paid Mr R £195 compensation for the initial delays and unsuccessful appointments. They have also paid Mr R a further £60 compensation for the delay in sending him the £750 and for sending it as a cheque rather than the requested BACS payment. Considering the circumstances and the impact this had on Mr R, I think this is fair.
- I can see that an attempt to fix the boiler was made on 12 November 2021, with spare parts ordered and chased on 13 and 15 November 2021, before arriving on 18 November 2021. Whilst I understand how frustrating this will have been for Mr R and his tenants, I think D&G were doing all they could, as quickly as they could, to resolve the issue at this point. Unfortunately, the installing of the spare parts didn't resolve the matter, but I haven't seen enough evidence to conclude that they shouldn't have been ordered, or that an attempt to repair was unreasonable.
- I think D&G then acted fairly in offering to write-off the boiler and pay the policy replacement limit of £750 (despite a lack of evidence to show it couldn't be repaired). Mr R has said that tenants moved out of the property due to the time without heating and hot water and he wants to be compensated for a loss of rent. However, the policy doesn't provide protection for loss of rent. D&G aren't responsible for the boiler breaking down, only the repair.

- Whilst I understand there was a delay of up to a few days in resolving the issue, I can't safely conclude that it was solely this delay that saw the tenants move out. It therefore wouldn't be fair to ask D&G to compensate Mr R for any loss of rent.

For these reasons, although I understand Mr R's frustration, I do not uphold this complaint and I think the compensation already paid is fair.

My final decision

My final decision, for the reasons set out above, is that I don't uphold this complaint. The compensation already paid by Domestic & General Insurance Plc is fair in the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 21 September 2022.

Yoni Smith
Ombudsman