

The complaint

Mr H has complained that Domestic & General Insurance Plc (D&G) unfairly dealt with a claim under his home emergency policy.

What happened

Mr H contacted D&G to repair his boiler. D&G sent an engineer, who checked the system. He found a blockage within the boiler and said this wasn't covered by the policy. So, he left the property without repairing the boiler.

Mr H complained to D&G, as he had expected the engineer to repair his boiler. When D&G replied, it said its agent hadn't advised him the boiler would be repaired. Its records showed the engineer tried to repair the boiler but found a blockage, which wasn't covered by the policy. As a gesture of goodwill, it agreed to refund the £99 excess Mr H had paid.

When Mr H complained to this service, our investigator upheld it. She said she wasn't persuaded by D&G's engineer's findings and Mr H was later able to get the boiler repaired. She said there wasn't evidence of issues such as sludge with the boiler and that the repairs had involved replacing parts. She said D&G should pay the cost of repairs and £200 compensation.

As D&G didn't agree, the complaint was referred to me.

I issued my provisional decision on 23 February 2023. In my provisional decision, I explained the reasons why I wasn't planning to uphold the complaint. I said:

The policy didn't provide cover for repairs related to sludge or blockages. When D&G's engineer visited, he found blockages in the boiler. Mr H disagrees that there were blockages in the system, in particular sludge. However, I note that when Mr H's engineer visited to repair the boiler, he said: "We returned as your hot water wasn't hot enough, we found the plate to plate heat exchanger was faulty. We tried to flush out while on site, but this did not help, so we fitted a new one".

I currently think that Mr H's engineer attempting to flush the system suggests he thought there was a blockage. Although flushing the system didn't clear the blockage, and didn't seem to identify sludge in the system, the plate heat exchanger was replaced. It is my understanding that plate heat exchanger's can get blocked by things like scale and that a way to fix this is to replace the heat exchanger itself. Based on the evidence from both engineer's, I think it's more likely than not there was a blockage in the system. The meant that the repair wasn't covered by the policy and it was reasonable for the engineer to leave.

I'm aware Mr H had concerns about D&G's engineer's ability, but this doesn't change my view, as I think both D&G's engineer and Mr H's seemed to find a blockage. I'm also aware Mr H has said that even if D&G's engineer couldn't carry out a full repair, he could still have done things like replace the expansion vessel. However, when the engineer identified there was a blockage, he knew he couldn't complete a repair under the policy. So, I currently think

it was reasonable for the engineer to leave. I don't think he had to replace other parts within the boiler before he left.

When Mr H complained, D&G agreed to refund the excess Mr H had paid for the repair. In the circumstances, I think that was reasonable. As a result, I don't currently intend to uphold this complaint or to require D&G to do anything further.

I asked both parties to send me any more information or evidence they wanted me to look at by 23 March 2023.

Mr H didn't agree with my decision. In summary, he said:

- He understood my decision to mean that because his engineer attempted a flush that the engineer thought there was a blockage. This was incorrect.
- Mr H said he had asked the engineer to carry out a flush to demonstrate there was no sludge or blockage present. The flush then proved this.
- The test was only carried out at Mr H's request, not because the engineers ever thought there was a blockage present.
- There were many reasons a boiler could malfunction and needed replacing, but the flush proved it wasn't due to a blockage.
- He disagreed that it was more likely than not that there was a blockage in the system. The radiators being bled, the flush of the heat exchanger and that the boiler was fitted with magna clean and annually serviced showed this. There was no evidence to suggest a blockage.

D&G didn't reply.

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've decided not to uphold this complaint and for the reasons given in my provisional decision. As part of that I have reviewed the complaint again, including considering the points raised by Mr H in response to my provisional decision.

I'm aware Mr H has said his engineer tried to flush the system at his request to prove there wasn't any sludge or a blockage. I've looked again at what the engineer said, which was:

"We returned as your hot water wasn't hot enough, we found the plate to plate heat exchanger was faulty. We tried to flush out while on site, but this did not help, so we fitted a new one".

In my view, it is reasonable to read this as the engineer saying they carried out the flush because the heat exchanger was found to be faulty, but that it didn't help. I didn't see anything where the engineer said they only did it at the request of Mr H. I think the engineer's explanation suggests they thought there was some kind of blockage. The D&G engineer also thought there was a blockage. Blockages weren't covered by the policy. I remain of the view that it was reasonable for the D&G engineer to decide the repair wasn't covered by the policy and that he should leave without carrying out a repair.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 April 2023.

Louise O'Sullivan
Ombudsman