

The complaint

Mrs P complained that her claim was unfairly declined under her boiler insurance policy with Domestic & General Insurance Plc (“D&G”). Mrs P had representation during the complaint, but for ease and simplicity, I’ll only refer to Mrs P.

What happened

Mrs P rang D&G when her boiler wasn’t working – she wanted D&G to repair her boiler under her policy. D&G offered an appointment within a week, but Mrs P wanted something sooner. The call agent explained the policy wasn’t an emergency policy but said Mrs P could seek her own independent engineer.

D&G didn’t hear from Mrs P again until she raised a complaint via our service. This was provided to D&G to allow them fair opportunity to consider it. Mrs P had commissioned an independent engineer to investigate the fault with her boiler at a cost of £255. The engineer told Mrs P her boiler needed replacing and Mrs P has been quoted £2,150 for this work. Mrs P thinks D&G should pay these costs under her policy.

D&G said it didn’t take an excess payment from Mrs P, so no appointment was booked with any of its engineers. D&G explained *“on some occasions, we may authorise and pay a claim however this was not the case and you advised you would call back. We have not heard from you since”*.

D&G said as Mrs P hadn’t adhered to the terms and conditions of the policy, it wouldn’t cover her costs. But as a gesture of goodwill, it did offer to review the engineer’s report from Mrs P’s own engineer should she submit one.

Our investigator decided not to uphold the complaint. She said D&G had acted fairly and in line with the terms and conditions of the policy. No repair had been authorised, so no cover had been approved. Mrs P disagreed, so the case has been referred to 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.

As the policy had some terms and conditions, I have reviewed these to understand the parameters of the cover bought by Mrs P. In the breakdown and repairs sections of the policy it states:

“If you have purchased a policy with an excess, you must pay this before a repair visit can be arranged”.

“If we authorise a repair but are unable to find a service technician, we’ll permit you to use your chosen service technician”.

“If your product suffers a mechanical or electrical breakdown after the end of the manufacturer’s parts and labour guarantee period, we will (at our option) authorise a repair,

provide a replacement boiler worth up to £750 or pay a contribution towards the cost of a replacement product of the same or similar technical specification (up to a maximum of £750)”.

I think the terms and conditions of the policy are clear. Before any work is authorised, an excess payment would be taken by D&G. They are also clear that any agreed actions need to be approved by D&G first. I have reviewed all the notes on file and there is no evidence of any excess payment been taken or any authorisation been given by D&G. Therefore, I think it's reasonable that as Mrs P didn't seek authorisation, D&G has been fair in not covering her costs. Mrs P hasn't acted in line with the process set out in the policy.

I've also checked the call when Mrs P reported the issue to check she wasn't misled. I don't think she was. D&G explained the policy was one of insurance and not an emergency policy. I don't think the timeframes suggested by D&G for an appointment were unreasonable. As Mrs P wanted a more urgent appointment, D&G explained she could use her own independent engineer – but at no point did D&G authorise a repair or say the costs would be covered by the policy. No excess payment was taken. Mrs P clearly is heard saying she will ring back when she has thought about it more. She didn't ring back.

As D&G has followed the terms and conditions when declining the claim and hasn't misled Mrs P, I don't uphold this complaint. D&G as a gesture of goodwill said it would consider any reports presented from Mrs P's engineer, noting the limits of liability for a new boiler are £750. However, Mrs P hasn't provided anything to date, so I don't think D&G could do anymore at this stage. I think D&G has acted both reasonably and fairly.

My final decision

My final decision is that I don't uphold this complaint. I don't require Domestic & General Insurance Plc to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 25 May 2023.

Pete Averill
Ombudsman