

The complaint

Mr O has complained about how Domestic & General Insurance Plc (D&G) dealt with a claim under a boiler care policy.

What happened

Mr O contacted D&G when he found a fault with his boiler. D&G sent an engineer, who had to order a part and then return to fix the boiler. Mr O complained because he said he was left without heating and hot water. D&G replied and said the delay in dealing with the boiler didn't meet its expected service levels. It said it had already refunded £90 and would now refund a further £170.

Mr O complained again, as he said D&G's engineers left him with a boiler that wasn't in good working order. When D&G replied, it didn't uphold the complaint. It said when one engineer visited, they repaired the leak and fitted a new PCB. Another engineer visited a short time later and was unable to find an ongoing fault.

When Mr O complained to this service, he said D&G should refund the cost of a new boiler he'd had to fit because he was left with a non-working boiler. Our investigator didn't uphold the complaint. She said there wasn't evidence to show the boiler wasn't working. She said the refunds D&G offered were reasonable in the circumstances.

As Mr O didn't agree, the complaint was referred to me.

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 don't require D&G to do anything further. I will explain why.

Mr O has said D&G was unable to repair his boiler and, as he then replaced it, D&G should pay for his new boiler. I've looked at the records, these showed that when one of the engineers visited, Mr O was left without heating and hot water for a few days. D&G offered compensation because of the inconvenience to Mr O, including to cover the costs of any heaters. However, the records show that the engineer was able to repair the boiler when he returned with a part.

Another engineer visited a short while later to carry out further checks. The records indicated that the boiler was working and I haven't seen any other evidence that showed me this wasn't the case. I'm aware Mr O spoke to D&G a couple of times following the engineers' visits, including to chase an invoice payment and, later, to cancel the policy. However, I haven't seen evidence that Mr O told D&G his boiler wasn't working or that this was the reason the boiler was replaced. So, I'm not persuaded that D&G needed to pay for a new boiler.

I also note the policy said that if it replaced a boiler, it would either provide the replacement boiler itself or, if it was unable to do so, it would provide manufacturer credit or vouchers. In both cases, this was up to the value of £750. It didn't say it would pay for a new boiler where a policyholder had arranged the boiler replacement themselves and without D&G being aware of it happening, which is what seems to have happened here.

Thinking about all of the above, I haven't seen evidence that showed D&G was unable to repair the boiler or that Mr O replacing the boiler himself was covered by the terms of the policy. I think what D&G has offered was reasonable to address the issues when Mr O was left without heating and hot water. As a result, I don't require D&G to do anything further.

My final decision

For the reasons I have given, it is my final decision that Domestic & General Insurance Plc does not need to do anything further in relation to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 11 July 2023.

Louise O'Sullivan
Ombudsman