

The complaint

Mr H complains that Domestic & General Insurance Plc (“D&G”) declined a claim he made on his home emergency policy for a problem with a leaking toilet.

What happened

I recently issued a provisional decision in which I said:

I’ll summarise the main points about this dispute:

- The policy covers problems or failures in the drainage system, up to £1,000 per claim. It covers the cost of a temporary repair or a permanent repair if the cost is the same or less than a temporary repair.
- It seems to be accepted the problem is a leak from the soil vent pipe and that’s covered in principle by the policy.
- D&G sent a plumber and said it carried out a temporary repair. But Mr H says they didn’t carry out a repair – and D&G hasn’t provided any evidence to show it carried out any work. It’s acknowledged the leak has continued, so even if it did carry out any work, I’m not satisfied it amounts to a ‘repair’ of any description.
- D&G declined the claim, telling Mr H “the level of insurance is not sufficient for the claim”. It didn’t specify which policy term(s) it was relying on.
- After our investigator upheld the complaint, D&G highlighted a policy term which said it would only carry out a repair if the equipment was “accessible”. But D&G hasn’t provided any evidence to suggest it can’t access the equipment in this case.
- D&G also said the cost of the work is over the £1,000 claim limit. It hasn’t provided an estimate for the work at Mr H’s home. But it says a “potential costing” could be over £1,000.
- I’m not persuaded that shows the cost of the work at Mr H’s home would likely be over £1,000. But even if it was, the policy says, “the most we will pay is £1,000”. That doesn’t mean a claim for, say, £1,001 can be declined outright – it means D&G would pay £1,000 toward that claim.
- D&G has often said Mr H should contact his home insurer to deal with the claim. He’s welcome to do that if he wishes – but he’s not obliged to. D&G should focus on its own policy and whether that covers Mr H’s claim.
- Based on what I’ve seen, I’m satisfied Mr H’s claim is covered by the policy, up to the £1,000 claim limit.

- D&G has accepted Mr H had to spend more time on the phone than he should have done and paid him £51 compensation as a result. I'm not satisfied this goes far enough to compensate him for the wasted time and avoidable inconvenience he's been put to. I consider D&G should pay an additional £150 compensation.

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.

Mr H said he had nothing further to add to my provisional decision.

D&G didn't respond to it.

As neither party has provided further information or challenged any aspects of my provisional decision, I'm satisfied it remains a fair and reasonable outcome and I won't comment any further.

My final decision

I uphold this complaint

I require Domestic & General Insurance Plc to:

- Accept the claim, up to the claim limit.
- Pay an additional £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 2 October 2023.

James Neville
Ombudsman