

The complaint

Ms K has complained about how Domestic & General Insurance Plc (D&G) dealt with a claim under a boiler insurance policy.

What happened

Ms K contacted D&G when she found a fault with her boiler. D&G sent an engineer on a few occasions to try and repair the boiler. Ms K complained to D&G because she said an engineer damaged her boiler on his first visit and an electrical cable was also damaged on a later visit. She said the engineer also misdiagnosed issues with the boiler. When D&G replied, it didn't uphold the complaint as it didn't identify any issues with its engineer's actions. It said some of the problems with the boiler weren't covered by the policy, so the engineer had acted correctly by not dealing with them. However, it offered £80 as a gesture of goodwill due to the multiple visits.

When Ms K complained to this service, our investigator didn't uphold it. She said there wasn't evidence to show the engineer had caused damage to the boiler or the wiring. Some of the issues also weren't covered by the policy, so the engineer was unable to deal with them.

As Ms K didn't agree, the complaint was referred to me.

I issued my provisional decision on 25 September 2023. In my provisional decision, I explained the reasons why I was planning to uphold the complaint in part. I said:

I've reviewed what happened, including reviewing the claim notes and listening to some phone calls. Based on what I've seen, I don't think D&G investigated Ms K's complaint. I asked D&G about this and it also seemed to accept that it didn't address everything Ms K raised in her complaint.

I think it's clear from the calls and Ms K's complaint that she thought an engineer damaged her boiler on his first visit and, as a result, this left her without heating and hot water. When Ms K spoke to D&G to arrange for another engineer visit, D&G said nothing could be done to bring forward the engineer visit that had already been scheduled in about a week's time.

I'm aware an engineer visited the next day, which was earlier than the scheduled appointment, although problems with the boiler continued. I've looked more widely at what happened. When Ms K first reported an issue with the boiler, it seemed to be logged as "low priority due to the weather". At that time, Ms K had heating and hot water. So, I can understand D&G might have dealt with other claims more urgently, particularly given this was the winter.

I asked D&G about the claim being listed as low priority and whether this had been reassessed when Ms K reported that she now had no heating or hot water. D&G said it didn't know why the claim had been listed like this, but said an engineer visited within a couple of days. Although I can see that was what happened, what D&G told Ms K at the time was that nothing could be done to move the scheduled appointment, which was several days away.

It's my understanding that it was down to Ms K speaking directly to D&G's contractor that an engineer then visited earlier. During a later call, she was also specifically told by a call handler there was nothing they could do about the ongoing issues and that Ms K would have to speak to the contractor herself. So, I currently think it was more down to the persistence of Ms K that appointments were moved earlier rather than the actions of D&G.

Ms K told D&G that due to the loss of heating and hot water, she was very cold and unable to wash. She also described the impact on her mental health. I asked D&G whether its call handlers were able to offer things like paying for a heater if a policyholder had no heating. It said its call handlers weren't able to do this, but that if a policyholder was speaking to the escalation or complaints team, they had the ability to offer this once the facts had been established. Ms K raised her complaint as part of trying to get her boiler fixed. However, I haven't seen evidence Ms K's concern about her loss of heating was escalated so that consideration could be given to whether D&G could pay for a heater. I also didn't see any consideration of this as part of dealing with the complaint. So, I think D&G could have done more at the time to see if it could address Ms K's immediate concern of having no heating.

Ms K was also concerned that, despite telling D&G the boiler needed a new button and, in another call, what the new fault code was on the boiler, the engineer didn't arrive with the required parts or seem to be aware of the fault code. I'm mindful that the information Ms K provided might have meant the parts could have arrived, and been fitted, sooner. But, generally, I think it's reasonable for an engineer to diagnose the issue before parts are ordered. I don't think I can fairly say that D&G should have ordered parts without first confirming they were required. D&G has also said the fault code should have been passed on to the engineer as he should have been provided with the details of the visit. However, I don't think I can say the issue would have been fixed quicker if he had been aware of the code, as I still think it was reasonable for the engineer to assess the boiler before deciding how to repair it.

Ms K also said the engineer damaged her boiler. This was for two reasons. First, that the boiler had been working but then stopped after the engineer's visit and, second, that her own electrician said the engineer had damaged the electrics. Although I can understand that the timing might be considered more than a coincidence, I don't think a boiler stopping working after an engineer's visit necessarily showed the engineer damaged it. I haven't seen evidence of what the specific damage was that could more likely only be down to the actions of the engineer, rather than a fault with the boiler that would have happened anyway.

In terms of the electrical problem, I've seen Ms K's electrician report. This said "Our electrician found a damaged cable which was a result of the recent boiler installation which he repaired". I think this report lacked detail. There is no description of the specific damage and why it was due to D&G's engineer. It also said the damage was the result of the recent boiler installation. D&G wasn't there to install the boiler, it was repairing it. I don't think the report is persuasive evidence that the D&G engineer damaged the electrics.

Ms K also complained that she had to take several days off work to deal with D&G, which her employer wasn't happy about, and that she also had to delay a trip away. Given, I don't think I can fairly say D&G was responsible for Ms K losing her heating and hot water, I don't think I can say this was all down to D&G. However, I can understand this was an important issue to Ms K and that she wanted to prioritise it. I would normally consider issues like this as part of the overall impact on a policyholder. So, I will consider this as part of the compensation.

I've also looked at the complaint response. As I've already said, I don't think D&G responded to key aspects of Ms K's complaint. Looking at D&G's response, it focussed on the engineer reporting he had found sludge in the system and that the electrics tripped the fridge freezer.

Ms K has said the engineer made up that there was sludge in the system to cover up his own mistakes. I asked D&G for more information about the engineer's findings as, although I could see this in the claim notes, I couldn't see this information in the engineer reports. D&G didn't provide anything further to explain what had been found. This doesn't mean I'm persuaded D&G or the engineer made up their findings or that the boiler issues were misdiagnosed. But, if D&G relies on information to explain why it thinks it dealt with a claim reasonably, I think it should be able to provide the information to support its conclusions.

Overall, I think there were a number of issues with this claim and the way the complaint was handled. I'm not currently persuaded D&G properly considered Ms K's change in circumstances when the heating and hot water stopped working or whether more could be done to prioritise the repair or to provide her with a heater. Instead, it seemed to leave it to Ms K to try and get the contractor to return sooner. D&G also didn't seem to consider whether its engineer damaged the boiler and the electrical wiring.

As a result, I currently intend to say that D&G should pay Ms K an additional £200 compensation for the impact on her of how D&G dealt with the claim and responded to the complaint. This is in addition to the £80 D&G previously offered for the engineer visits.

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

D&G accepted my decision.

Ms K said the outcome wasn't as fair as common justice dictates. She had lost a lot dealing with D&G and others, including the holiday cost, her freezer contents and the electricity repair. It also affected her wellbeing. Her losses were much greater than £280. However, in order to move on, she would accept 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 uphold this complaint in part and for the reasons given in my provisional decision. I have reviewed the circumstances of this complaint again and haven't found any reason to change my view about what I think is a fair and reasonable way to resolve this complaint.

Putting things right

D&G should pay Ms K an additional £200 compensation, so a total of £280.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld in part. I require Domestic & General Insurance Plc to pay Ms K an additional £200 compensation, so a total of £280.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 21 November 2023.

Louise O'Sullivan
Ombudsman