

## **The complaint**

Mr R's complaint is about the service provided in relation to his "BoilerCare" insurance policy with Domestic & General Insurance Plc.

## **What happened**

In October 2023, one of Domestic & General's engineers attended to carry out an annual service of Mr R's boiler. Mr R is very unhappy with the conduct of the engineer during his visit. He says he was only at the property for 20 mins, he asked for the wifi code and didn't wear protective covers on his shoes so walked dirt and mud into his house. Mr R also says that the engineer did not check any of the controls or the rest of the system and after he left, the water pressure of the boiler began to drop.

Mr R reported the dropping pressure to Domestic & General. It arranged for another engineer to attend again the next day. He diagnosed that the expansion vessel needed to be recharged. He did this and the matter was resolved. Domestic & General apologised to Mr R for the poor service provided and said feedback would be given to the engineer. It also paid Mr R £30 compensation for the trouble caused, which it says is equivalent to a month's premium.

Mr R was still not happy, as he said this matter caused him a great deal of distress and inconvenience and the compensation offered is not enough to reflect that.

After the complaint came to this service, Domestic & General said that the engineer could not have caused the problem with the boiler pressure. Domestic & General says the expansion vessel would not be checked (other than perhaps a visual inspection) or touched during an annual service visit. In any event, it says even if the engineer had checked the expansion vessel, it would be impossible for him to have caused any issue as the loss of pressure is due to the inner liner of the expansion vessel weakening or being damaged and the engineer could not have done that. Domestic & General also says that the second engineer that dealt with the expansion vessel did not say anything had been done wrong by the first engineer.

Domestic and General therefore says that it did not do anything wrong at the annual service visit and it did not need to have paid Mr R any compensation.

One of our Investigators looked into the matter. He did not recommend the complaint be upheld. The investigator said there was no proof Domestic & General's first engineer had caused the problem with the expansion vessel and in any case, it had rectified the issue with the boiler promptly and Mr R had not been without heating or hot water.

Mr R does not accept the Investigator's assessment, as he still thinks he should be paid more compensation. Mr R says it cannot be coincidence that the expansion vessel needed recharging immediately after the first engineer looked at the boiler. He also says he has severe anxiety and depression and the appointments across different days meant he had to take time from his work due to the errors and lack of professionalism of the first engineer.

Mr R also says he did not have hot water until Domestic & General's second engineer resolved the issue the next day, as he switched the boiler off when the pressure was dropping. In addition, he says he had to chase up for a copy of the annual service report.

As the Investigator has been unable to resolve the matter, it has been passed 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.

Mr R is adamant that Domestic & General's first engineer caused the problem with the expansion vessel, which meant the boiler pressure started to drop. Mr R noticed the drop in pressure soon after the engineer left, so I can see why he might think it was more than coincidence. However, Domestic & General has said the expansion vessel is a sealed unit and so its engineer could not have caused any damage to it. It says they need recharging usually because something has happened within the expansion vessel over time.

It is impossible for me to be certain what the first engineer did during his visit but there is no convincing evidence that he caused the problem with the expansion vessel and that the recharging was not something that would have needed to be done anyway.

Having considered the evidence that is available to me, I am not persuaded that it is more likely than not that the first engineer caused this issue. Given this, I do not think that Domestic & General is responsible for any trouble caused by the second engineer's visit and being without hot water for that period of time.

When Domestic & General was made aware of the issue, it arranged to go back out the next day and it was resolved promptly. I think this was reasonable. It also apologised for the engineer's conduct (including not wearing shoe covers) while at Mr R's property.

Mr R feels strongly that the compensation paid is not enough for this. He also says he had to chase Domestic & General to provide him with a copy of the annual service report. I can see he asked for that and it was sent to him in early November 2023.

Sometimes things go wrong. I have no power to punish or fine a business when they do but I do have the power to make awards that put things right and to reflect any material distress or inconvenience caused by any such error. However, there is no automatic right to compensation and such errors do not always warrant any compensation or other action.

Having considered all the circumstances, I consider the £30 already paid is fair and reasonable to reflect the issues during the first visit. As stated, I do not think that Domestic & General is responsible for there having to be a second visit and so it is not responsible for any anxiety or trouble this caused Mr R. I do not therefore consider Direct Line needs to do anything further.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 12 March 2024.

Harriet McCarthy

**Ombudsman**