

## The complaint

Mr S has complained about an annual service carried out by Domestic & General Insurance Plc (D&G) under a home emergency policy.

References to D&G includes companies working on its behalf.

## What happened

Mr S's boiler was serviced by a D&G engineer. About nine months later, an engineer from another company visited and found the flue cap hadn't been replaced during a previous visit.

Mr S complained to D&G. He said the boiler had been leaking carbon monoxide, which he and his family had been breathing in. When D&G replied, it didn't uphold the complaint. It said that due to the timescales involved, it wasn't possible to establish liability for the issue.

So, Mr S complained to this service. Our Investigator said there wasn't evidence to show the D&G engineer had caused the issue. He said there could have been other causes, including the weather, window cleaners or other events. He said it wasn't possible to say what had disturbed the flue cap. He said Mr S's engineer hadn't provided evidence to support what he had said.

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

I issued my provisional decision on 10 April 2024. In my provisional decision, I explained the reasons why I wasn't planning to uphold the complaint. I said:

*A D&G engineer serviced Mr S's boiler in November 2022. He provided a gas safety certificate to confirm the details of the checks carried out. In August 2023, a different engineer found the flue cap had been left off the boiler. The engineer handwrote a note for Mr S that said: "Flue cap on CO2 side left off at last inspection". I'm aware the note doesn't refer to carbon monoxide, but instead refers to carbon dioxide. The note doesn't say there was a carbon monoxide leak or any other problem caused by the flue cap being left off.*

*There also seems to be a difference in view about what Mr S's engineer note was saying. D&G seemed to understand the note as meaning that the external flue cap had been left off. It has said this could have been caused by the weather or some other external source. Mr S told this service the flue cap was inside the boiler and that it wasn't possible to see there was an issue because the boiler casing was screwed in place. He said his engineer unscrewed the front casing of the boiler and found the flue cap hadn't been replaced and was placed beside the flue. I'm not an expert on boilers, but I think Mr S's engineer's note is brief, doesn't clearly state where the issue was located or that it was causing a problem.*

*Mr S has said he had bad headaches, flashing lights and dizziness. In April 2023, Mr S's GP advised him to go to the opticians to have an eye test. He said the optician told him he had migraines that might happen again in the future. Mr S said he didn't have further migraines after May, which he thought was because of the warmer weather and the heating not being on so much. I can understand Mr S would be very concerned if he thought the symptoms*

*were due to carbon monoxide leaking. However, Mr S hasn't provided evidence of a carbon monoxide leak or that he was experiencing health issues caused by carbon monoxide.*

*When D&G responded to the complaint, it did so based on the information available to it at the time. This included it considering that nine months had passed since its engineer had visited. It assessed this meant it wasn't possible to show it was responsible for any issues. Based on what I've currently seen, I think D&G fairly responded to the complaint and I don't intend to require it to do anything further.*

I asked both parties to send me any more information or evidence they wanted me to look at by 8 May 2024.

Mr S didn't reply. D&G accepted 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 don't uphold this complaint and for the reasons given in my provisional decision. As part of that I've reviewed my decision again and remain of the view that what I've decided is fair and reasonable based on the information and evidence available to me.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 June 2024.

Louise O'Sullivan  
**Ombudsman**