

The complaint

Mr D and Mrs D have complained about how DAS Legal Expenses Insurance Company Limited (DAS) dealt with a claim under a home emergency policy.

What happened

Mr D and Mrs D contacted DAS when they found a leak coming from their boiler. DAS sent an engineer, who replaced the expansion vessel. The next day, Mr D and Mrs D contacted DAS again because the boiler was still leaking. Another engineer visited and noted parts were required. He also told Mr D and Mrs D how to increase the boiler pressure if it stopped working.

Later the same day, Mr D and Mrs D contacted DAS again and said the boiler now had a severe leak. DAS tried to arrange an engineer. However, it then agreed that Mr D and Mrs D could arrange their own engineer. When the engineer visited, he said a part had snapped out of the fitting and the previous engineer hadn't put the boiler back together properly. He recommended that the boiler was replaced because it was beyond economic repair.

Mr D and Mrs D complained. When DAS replied it confirmed it had refunded the cost of Mr D and Mrs D's own engineer's visit. It also said it would provide feedback on the delays in engineer's visiting and that a manager would carry out an internal review about any issues with further damage. It offered £230 compensation for the issues with the claim.

Mr D and Mrs D didn't accept the compensation offered. They said it had cost them over £3,000 to replace their boiler. They said this was only because the second engineer had tampered with the boiler, which meant their own engineer had no choice but to condemn it.

When DAS replied, it said when the second engineer visited, he noted some parts were required. The same day, DAS authorised Mr D and Mrs D to arrange for their own engineer to fit the parts. That engineer had said the boiler needed to be replaced. A senior engineer had now reviewed what happened. The parts Mr D and Mrs D's engineer had said were the issue should have been replaced by him. The damage to the parts was by water ingress, which DAS's engineer had diagnosed during his visit. The damage wasn't due to negligence, it was due to the water ingress, which was unavoidable. It said it hadn't caused the boiler to be beyond economic repair.

Mr D and Mrs D complained to this Service. Our Investigator said DAS had dealt with the complaint reasonably. He said, on balance, it was more likely the issues were the result of the water ingress, rather than the actions of the DAS engineers. He said the compensation offered by DAS was reasonable in response to the poor service.

Mr D and Mrs D didn't agree. They said they were left in a much more serious situation after the second engineer tampered with the boiler. So, 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.

Mr D and Mrs D have said DAS should pay them a lot more than the £230 compensation it offered because their boiler was condemned following a visit by a DAS engineer. Looking at the policy wording, this said it didn't cover: *"The cost, or any contribution towards the costs, of replacing a boiler, storage heater, or any other heating or domestic appliance"*. So, the policy didn't cover any type of contribution towards a replacement boiler. But, I've looked at whether the actions of DAS's engineers meant that it should.

Mr D and Mrs D first contacted DAS because there was a leak from their boiler. An engineer visited and fitted a new expansion valve. However, Mr D and Mrs D contacted DAS again because the boiler continued to leak. A second engineer visited, whose report said:

"Customer reported leak from boiler. Found visible evidence of leaks coming from boiler flow isolation valve, flow manifold and pressure switch. I carried out visual checks only and took photos as evidence. I recommend all of the above to be replaced. Customer indicated that the container immediately below the boiler have collect about 2 inches worth of water since Friday."

The report also explained that had been given to Mr D and Mrs D if the boiler stopped working and listed the parts that were required. These were a flow manifold, flow isolation valve and a pressure switch.

Mr D and Mrs D have said that due to this engineer tampering with the boiler, the leak got much worse following the visit. I note the report said the engineer carried out visual checks only, which suggests he didn't do any work on the boiler. I've also looked at Mr D and Mrs D's engineer's report. This said:

"I'm writing this report today after attending your property ... to look at your boiler due to it not working after having two engineers out, the boiler originally had a slight drip that was causing the pressure to drop, this was the problem that the engineers were called out for, And today I have found a leaking flow sensor. Which has snapped out of the fitting. This will now need a new sensor and hydro block. It looks like someone has tried to tighten it and now snapped I've serviced this boiler for last 4 years. And I have found that the previous engineer has not put the boiler back together properly. The pump cover for the electrical connections is hanging off, and not been screwed back together. Water is sat on multiple electrical components. The PCB is soaked in water, pump electrical connections is also covered in water as well as other components. I recommend replacing the boiler as it Beyond economical repair."

I'm not an expert on boilers, but DAS has said the parts Mr D and Mrs D's engineer listed as needing to be replaced were the same ones its own engineer listed. Both engineers also said water was leaking in the boiler. Mr D and Mrs D have said the boiler was *"condemned"* because of DAS's engineer. But, I note his report didn't say the boiler had been condemned. It said it was beyond economic repair. This normally means the cost of the repair is more than the cost of the boiler itself. DAS had authorised Mr D and Mrs D to arrange an engineer to repair the leak, for which it would pay. However, the engineer didn't replace the parts, instead he recommended that the boiler was replaced as he assessed it was beyond economic repair.

I've also looked at two videos Mr D and Mrs D sent this Service, which showed water leaking from the boiler. They said the videos showed the water leaking from the boiler before and after the second engineer's visit. But I don't think it showed that DAS's engineer, rather than the water leak, meant they decided to replace the boiler. Both engineers assessed that the same parts needed to be replaced. But Mr D and Mrs D's engineer assessed that rather than

replacing those parts, the whole boiler should be replaced because it was beyond economic repair. The policy didn't cover the cost of replacing a boiler. So, I don't think DAS needed to pay for, or contribute towards, the new boiler.

When DAS responded to the complaint, it acknowledged there had been delays in sending its engineers. I'm also aware Mr D had a health condition and that Mr D and Mrs D's grandchild was visiting, which would have increased the impact of the delays. DAS also said it would carry out an internal review to prevent similar issues occurring again, which I think was fair. Overall, I think the £230 compensation was reasonable to address the issues during the claim. So, it should pay this amount.

My final decision

For the reasons I have given, my final decision is that DAS Legal Expenses Insurance Company Limited has already made a fair offer to settle this complaint. I direct it to pay the £230 compensation it's already offered if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 23 December 2024.

Louise O'Sullivan
Ombudsman