

The complaint

Mr D complains that Domestic & General Insurance Plc (“D&G”) has unfairly handled a claim under his boiler insurance policy.

Any reference to Mr D or D&G includes their respective agents or representatives.

What happened

The history of this complaint will be well known to both Mr D and D&G, so I’ve provided a summary of events.

- In late 2024 Mr D called D&G regarding issues with his hot water and heating at a property of his. Mr D described making multiple unnecessary calls to try to resolve matters and various obstacles on the phone related to identifying his policy.
- On 15 November 2024 D&G issued a final response letter (“FRL1”), agreeing there had been confusion caused on the phone due to inconsistencies with two separate boiler plans being set up for one address. It recognised there were significant amounts of confusion and unnecessary time had been spent on the phone trying to rectify matters. As a result, it said it would refund the £50 excess Mr D had paid.
- Mr D raised concerns about an agent’s phone call to him. He said the agent showed a lack of professionalism within the call - making comments about his tenants, suggesting they had been mishandling the heating system.
- On 20 November 2024 D&G issued another final response letter (“FRL2”) to this specific complaint. It acknowledged the quality of the call, and the time of the call itself around 7:30pm, was not to its usual service standards and not aligned with the professional standards it strives to uphold. It apologised for this.
- On 24 November 2024 D&G issued a further final response (“FRL3”). Within this it acknowledged concerns raised regarding time spent on the telephone and an inability to locate Mr D’s policy. It apologised agreed it hadn’t met the standards it would intend to deliver, and awarded another £70 compensation.

I will note here that this Service was not made aware of FRL3 until *after* the Investigator’s assessment had been issued.

- Mr D raised further concerns about agents of D&G who visited his property. Mr D said the first engineer had said there was no issue with the boiler, but the second engineer had given a conflicting account saying there was sludge present in the system. Mr D was unhappy with the advice D&G gave regarding the need for a power flush ahead of any future claims. Mr D appointed an engineer who replaced a sensor (which D&G’s agent had cleaned) and which he says resolved the issue. Mr D also says the photos provided by the repair agent were old photos from a previous leak. He also requested D&G appoint a particular company (the manufacturer of his boiler) to make the repairs.
- On 26 November 2024 D&G issued another final response letter (“FRL4”). Within this it said Mr D’s preferred engineering company would not conduct repairs in relation to

this particular plan so could not assist. It said photographs were taken by the second engineer that showed sludge in the system and therefore a power flush would be necessary. D&G said it recognised Mr D's replacement sensor may have provided a temporary solution, but long term it would not deem this to be a cost-effective nor permanent solution as sludge would present a recurring risk to the functionality of Mr D's boiler.

- One of our Investigators looked at what happened and didn't uphold the complaint, saying:
 - She agreed D&G had confused matters regarding Mr D's account which led to multiple calls. She said D&G had made reasonable efforts to try to resolve the confusion on each occasion.
 - Taking into account Mr D's version of events of the call in question, and with no call recording provided by D&G, the Investigator said she had no reason to doubt the agent could've handled the call better than they did.
 - The evidence she had supported D&G's conclusion regarding sludge in the system.
 - Overall – D&G had recognised failings in its handling of matters and awarded £100 in compensation. She felt this was a fair and reasonable sum in light of the impact on Mr D.
- Mr D disagreed, saying its compensation for eight hours of phone calls along with loss of hot water supply was not fair. And he'd not received this £100 in compensation. He was unhappy the repair agent he'd had issues with had been reused by D&G. And he said if sludge was present, he challenged why this wasn't identified within an earlier visit and reiterated since he'd had the sensor replaced the boiler is working without issue. He also said D&G's agent had failed to complete a form of water testing which he said was necessary to prove the sludge.
- D&G responded to these points, it notified this Service of FRL3 and the total compensation of £120. It said its agent wouldn't have been required to carry out a water test, as a visual inspection had shown water being brown and evidencing rust particles. D&G said typically a water test would be completed post power flush to certify a system was now clear. Our investigator agreed that £120 was fair, and that the comments D&G made regarding the need for a water test were reasonable.

So, the matter has been passed to me for an Ombudsman's final 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'm not upholding this complaint. I'll explain why.

Mr D's complaint concerns various matters, so I'll address these in turn.

Unnecessary phone calls and customer service

It's evident to me that the service D&G provided to Mr D over the phone was lacking in places. D&G has agreed he's had to make many unnecessary calls and was on those calls for longer than he should've been. Mr D also raised concerns about an agent's comments – and on its face I can see why a suggestion his tenants may have been at fault would have frustrated him. D&G has also acknowledged this could've been handled better and apologised.

So, there's little in the way of findings I have to make here beyond determining if the total compensation awarded reflects the frustration Mr D has experienced. Mr D has mentioned in places the inconvenience to his tenants, but they're not policyholders, so I can't make an award to them even if they've been impacted by D&G's handling. And so, taking into account the personal impact on Mr D, I'm satisfied the total sum of £120 overall reflects reasonable compensation for the mistakes and poor service D&G provided. To my understanding, this £120 has already been paid to Mr D – so I'm not going to direct it to increase this.

Claim issues

Mr D has raised concerns that he couldn't choose to use a particular engineer. D&G says the policy does not provide such cover. I've reviewed the policy carefully and I'm in agreement with D&G, the policy does not include any terms that would allow a policyholder to select a particular company or engineer. In some circumstances this Service might deem it appropriate to allow a policyholder to select their own engineer if matters had gone wrong, but I'm not convinced it would be fair to direct D&G to act outside of its terms in the circumstances of Mr D's complaint. I also haven't found that D&G acted unfairly by using the engineers it chose to use.

There's been no dispute the policy includes terms which state D&G will not pay for repairs related to sludge, nor a power flush. But Mr D has raised concerns about findings related to sludge in his system made by D&G's engineers. I've been provided with a copy of the photo D&G's engineer has provided. From this it does appear to show a lot of black material which most likely is sludge.

Mr D has said this photo was not genuine from the time. But he's not given me anything to support this – such as commentary from his own engineer to disprove it. He's argued that this should've been spotted on an earlier occasion a month or so before, and in the absence of this – it should be accepted that the sludge wasn't present. I have to consider the evidence on balance, and here I'm not persuaded an earlier engineer's lack of commentary regarding the sludge meant that it wasn't present.

Mr D has said D&G should've carried out a water test, and that the replacement of a sensor resolved his issues. D&G commented on this saying the replacement sensor would not resolve long term issues related to the sludge, and that the water test wouldn't have been necessary given the visual inspection. Mr D has had his own engineer replace the sensor, and I've been given no report or commentary from them or any other expert that reflects there is not the extent of sludge that D&G has indicated. So, as a result I'm satisfied D&G's conclusion was reasonable in the circumstances.

My final decision

For the above reasons, I'm not upholding this complaint and I won't be requiring that Domestic & General Insurance Plc do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 15 July 2025.

Jack Baldry
Ombudsman