

## **The complaint**

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

Any reference to Mr M and D&G includes respective agents and representatives.

## **What happened**

The background of this complaint is well known between the parties, so I’ve summarised events.

- Mr M held a boiler care insurance policy with D&G. He experienced a drop in pressure to his boiler and contacted D&G to make a claim.
- On 13 November 2024 a D&G repair agent visited Mr M’s property and determined the boiler’s external expansion vessel needed replacement.
- On 21 November 2024 Mr M reached out to request an update. He was told by D&G’s agent that the expansion vessel feeds an unvented cylinder and the insurance does not cover unvented cylinders.
- Mr M complained to D&G and said he was clear the “expansion tank” is covered and needs replacing in line with the repair agent’s comments.
- On 26 November 2024 D&G issued a final response letter. It didn’t uphold Mr M’s complaint, saying it agreed the external expansion vessel required replacement – but that anything related to the unvented cylinder fell outside of the policy’s coverage. So, it stood by its decline. On 12 December 2024 D&G wrote to Mr M again reiterating this.
- Mr M brought his complaint to this Service, stating that he agrees the unvented cylinder was not covered, but the repair agent said it was the external expansion vessel that is covered and needs replacing. Mr M says this caused him stress and anxiety while trying to sell his home. He requested D&G simply complete the repair.
- Following this – Mr M made a separate complaint that was still ongoing at the time it was brought to this Service. This concerned events that followed. D&G said it declined a claim related to rust and the boiler was condemned.
- Mr M has indicated that since then D&G had upheld a complaint about the boiler itself and this was replaced.
- One of our investigators looked at what happened and didn’t uphold the complaint. She concluded that D&G had fairly declined the claim related to a general policy exclusion related to corrosion now the boiler had been condemned – meaning there was no claim to cover.
- Mr M reiterated his concerns – stating the investigator’s findings indicated his claim should be upheld overall. He said the rust issue had been resolved with D&G directly, but he said the outstanding issue of the expansion tank remained.

So, the complaint was passed to me for an Ombudsman’s decision. I issued my provisional

thoughts on 13 June 2025 and explained why I wasn't intending on upholding the complaint. I've included an extract of this below.

"Mr M's policy provides various levels of cover. So, I'll start with the policy terms.

The policy says it will provide cover if *"your heating equipment suffers a mechanical or electrical breakdown..."*

The policy includes a number of definitions. It defines *"heating equipment"* as:

*"the boiler, its controls and system protected by this policy."*

Below this it defines *"system"* as:

*"the radiators (excluding decorative or curved ones, radiator valves, expansion tank... The system does not include thermal stores, their feeds, outlets or controls."*

And below this it defines *"thermal store"* as:

*"cylinders running directly off mains pressure water, and not from a cold-water storage cistern/tank, and can often be identified as a cylinder which is not open to the atmosphere."*

So, on its face, it's clear to me that Mr M's unvented cylinder (thermal store) wouldn't be covered. But this isn't in dispute.

The first question I have to answer here is whether the expansion vessel amounts to heating equipment. I've thought about the above definitions. Under system it specifically highlights expansion tank.

From my knowledge, some types of boilers may contain an expansion vessel within them inside the boiler casing. So, it makes sense to me that an expansion vessel could be covered by a policy of this nature if it's part of the heating system. But equally, in the circumstances where its serving as a feed to a thermal store – that this wouldn't amount to being part of the system in line with the policy terms.

Here D&G said this particular expansion vessel is acting as a feed for the thermal store (the unvented cylinder). And as a result, it has said that this expansion vessel is simply not covered for this reason – and highlighted its exclusion related to anything not part of the heating equipment. This exclusion says *"Work on anything not part of the heating equipment, for example..."* it then lists various items including unvented pressurised cylinders (thermal stores).

These terms overall satisfy me that a feed to a thermal store wouldn't be covered as they're not part of the insured system in line with the policy terms. I've been given no evidence to support that the expansion vessel does not serve as a feed to the unvented cylinder. And so, from what I have, I'm satisfied that while some expansion vessels may be covered by this policy if they form part of the insured system, D&G hasn't acted unreasonably by declining this claim in line with its terms in the particular circumstances.

I understand this may have been a frustrating experience for Mr M. And in places I recognise D&G may have handled this matter better than it did, but this isn't to the extent that I will look to make any compensatory award, as I'm satisfied this claim

would simply never have been covered under this policy and the impact of any handling had little additional impact overall.

I understand there has been a subsequent complaint made to D&G regarding a claim related to rust which Mr M has indicated was resolved. Given this wasn't the complaint brought to this Service and the matter is seemingly resolved, it isn't something I've commented on."

I gave both parties until 27 June 2025 to reply. D&G replied to say it agreed. Mr M didn't reply, and we've not heard from him despite our Investigator reaching out.

### **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.

As I've been given nothing new by either party to consider, I see no reason to depart from my previous provisional decision. And for the reasons given previously I'm not going to uphold this complaint.

### **My final decision**

My final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 28 July 2025.

Jack Baldry  
**Ombudsman**