

The complaint

Mr O is unhappy that Domestic & General Insurance Plc (“D&G”) declined his boiler claim.

What happened

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Mr O had boiler insurance underwritten by D&G. He claimed for a fault and D&G identified a leak. He said it confirmed that there’d be some difficulty getting the repair parts. When Mr O called for an update, D&G said the claim was not covered and referred to the incorrect installation of a water softener. Mr O asked for the decision to be sent to him writing, but he didn’t receive anything. Mr O complained to D&G about its failure to provide him with a written explanation of why it had declined his claim.

D&G sent an explanation to Mr O, dated 17 February 2025. He responded with confirmation from the boiler manufacturer that D&G’s explanation about the water softener was factually incorrect, and he asked for evidence of the water quality test it had carried out.

On 18 March 2025, D&G issued its final response to Mr O’s complaint. It said:

- The tests indicated a failure in water quality.
- The engineer had consulted with the manufacturer and confirmed that water softeners were not recommended for the boiler type.
- Limescale was evident around the seals and joints, and is excluded from cover under the policy.

For these reasons, D&G declined Mr O’s claim.

Unhappy with the response, Mr O brought the complaint to us. He said:

- D&G did not address the fact that he had a bypass fitted to the water softener, and that hard water and a chemical inhibitor were used to fill the heating system in line with the manufacturer’s guidance.
- D&G did not provide him with the photo evidence of the water test, despite him asking for it. He said D&G referred to the test being conducted at various points but it only took a sample from one location.

To resolve his complaint, Mr O would like D&G to accept his claim.

Our investigator didn’t uphold Mr O’s complaint. He said, on balance, the evidence didn’t support D&G’s position that the water softener was incorrectly installed. However, our investigator thought D&G had declined Mr O’s claim fairly, in line with the policy exclusion for hard water scale deposits.

Mr O didn’t agree. While he was pleased that our investigator concluded D&G had not demonstrated that a policy exclusion applied for the water softener, he remained unhappy

with the outcome. Mr O said there was no evidence of limescale build up and he believed D&G's explanation was contradictory.

Because Mr O didn't agree, the complaint was passed to me to decide.

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've decided not to uphold Mr O's complaint for broadly the same reasons as our investigator. I realise this will come as a disappointment to Mr O, but I'm satisfied that this is a fair and reasonable outcome to his complaint.

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. The policy sets out the detail of the contract between Mr O and D&G. With this in mind, I've looked at the reason D&G gave for declining the claim and considered it against all available evidence, the terms and conditions, the regulators rules, and, where appropriate, what I think is more likely in the circumstances.

Water softener installation

The evidence in respect of the water softener installation is somewhat contradictory. D&G's engineer said the manufacturer confirmed that water softeners should not be fitted to the 20-year-old boiler, and the following was reported:

“On hold to [manufacturer's] technical who confirmed a water softener cannot be used on their boilers as cause degradation.”

But Mr O's evidence, which is a technical sheet from the manufacturer, shows that a water softener can be installed. In his direct email conversation with the manufacturer, Mr O also obtained assurance that a water softener could be installed on all of their boilers in accordance with the technical sheet.

I don't think it was unreasonable for D&G to rely on the information provided to its engineer at the time of assessing the fault. However, like our investigator, I'm persuaded by the evidence Mr O provided, which is that it was acceptable to install a water softener. I make no finding about whether the water softener was positioned and/or installed according to the manufacturer's guidance.

Based on the evidence, I think it's more likely than not that it was acceptable for Mr O to have a water softener installed and that D&G ought not to rely on the installation as a reason to exclude cover.

Scale deposits

D&G also declined the claim because the sample taken failed the water quality test, indicating there was scale build up in the system. It said this was supported by the furry deposits on the pipes and joints, of which it provided photo evidence.

Mr O has gone into considerable detail about the testing he witnessed D&G carry out and his thoughts on why the water quality test should not be relied upon. He provided a photo of a sample of clear water, which he said was taken directly from the incoming feed. Mr O said D&G took one sample, which was from the central heating circuit, and the receptacle was dirty around the edges. Therefore, he didn't think it was reasonable for D&G to rely on that one sample as an indication of the water quality throughout the system. Further, he said D&G didn't provide any evidence of scale deposits.

I accept that Mr O's photo shows a clear water sample, but I haven't seen anything to suggest it was taken at the time when D&G attended and took a sample. Therefore, I can't reasonably place greater weight on Mr O's evidence than that which D&G obtained at the time of its assessment.

I can see that the tube in which D&G stored the sample is dirty around the edges. The marks look similar to scale deposit, although D&G hasn't made that claim. But, as Mr O agreed, the water quality is poor and the markings at the base of the tube aren't visible through the water.

I've thought about Mr O's point that there was only one sample taken and that it was not allowed to run first to mitigate localised contamination. If a single sample shows poor quality, I don't think it necessarily follows that D&G failed by not taking more samples. That's because, even if further samples were taken and they were clear, or the water was allowed to run first, the failed sample still shows that there was a problem with water quality.

Looking at the photos D&G provided of the pipework and joints, I can see the furring it referred to. As the engineer who carried out the visit identified the furring as scale deposits, and there's no evidence to the contrary, I think it was reasonable for D&G to rely on the report.

So, what the evidence tells me is that there was a failed water quality test and evidence of scale deposits on the pipework. The policy states:

Special exclusions

In addition to the 'General exclusions' on page 10, the following are excluded from the policy, and we will not pay for repairs which relate to:

- *Any work arising from hard water scale deposits (i.e. calcium).*

The policy clearly excludes cover where scale deposits caused or contributed to the fault. Therefore, I'm satisfied that D&G declined the claim fairly, and in line with the policy terms and conditions.

I've considered the further comments Mr O raised about the policy being null and void if the water quality would've always resulted in a declined claim. That's not something he raised in his complaint to D&G, so I won't address it here. I note that our investigator has responded to Mr O with an explanation.

In summary, D&G gave more than one reason for declining the claim and, while I don't agree that it was reasonable to decline based on an incorrect installation, I'm satisfied that it fairly applied the policy exclusion for scale deposits. As I think the claim was declined fairly, I see no reason for D&G to accept the claim. I'm not asking D&G to do anything more in respect of this complaint.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr O's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 20 November 2025.

Debra Vaughan
Ombudsman