

complaint

Mrs T's complaint is that Domestic & General Insurance Plc declined to remove the scale from her boiler. She has also raised issues regarding the service she received.

background

An annual service of Mrs T's boiler was carried out by Domestic & General in July 2013. During this the engineer commented that a noise being made by the boiler was being caused by scale in the system.

In August 2013, Mrs T contacted Domestic & General as her boiler was still making a noise. An engineer attended and diagnosed that the noise was being caused by scale. Domestic & General declined to carry out any repairs as this was not covered by the policy. It suggested that a powerflush be carried out to remove any sludge and scale but this would not be covered by the policy.

Mrs T complained as the diagnosis made by the engineers appeared to have changed from scale to sludge and her policy provided cover for scale. She said that whenever she questioned this, Domestic & General only offered to send out another engineer.

Our adjudicator considered that Mrs T's complaint should be upheld in part. He did not believe that Domestic & General had changed its diagnosis. He also did not believe that the issue of noise from Mrs T's boiler was covered by the policy, as problems with scale were only covered in the event of a breakdown. However, he did consider that the service provided to Mrs T could have been better and recommended that Domestic & General pay £50 compensation.

Domestic & General accepted our adjudicator's recommendation but Mrs T did not agree with the recommended amount due to the time it had taken to resolve the matter.

Mrs T also says that she had an independent engineer attend regarding the possibility of having her boiler replaced. He informed her that a powerflush would not remove scale, only sludge. And that if there is scale then the heat exchanger would be damaged and would need to be replaced. She therefore says that there is damage which should be covered by the policy.

The complaint has now been referred to me for consideration.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

As I understand it, Mrs T's complaint arose when Domestic & General diagnosed that a noise coming from her boiler was being caused by scale. In following communications Domestic & General referred to sludge rather than scale and after check the policy terms and conditions, Mrs T believe that she was covered for claims relating to scale and that Domestic & General was trying to avoid the claim by changing the diagnosis to sludge, which was not covered by the policy.

Domestic & General has provided copies of its file and I can see that on both attendances the diagnosis has been recorded as scale. However, whilst I appreciate that Mrs T's policy does provide some cover in relation to scale, this is only in the event that damage caused by scale has caused the boiler to breakdown, as the policy does not provide cover for maintenance and cleaning. Although I understand the engineer did add a chemical cleaner to the system to try and resolve the problem.

I refer to the relevant section of the policy terms and conditions:

"Definition of sections

Boiler: the cost of repair following a mechanical or electrical fault to parts fitted within the boiler casing which stops the equipment working properly.

Scale Damage: the cost of repair, due to damage caused by scale to your boiler.

What we will pay

If your equipment breaks down we will authorise repairs to it and pay for the cost of parts, labour and VAT subject to the full terms, conditions and exclusions of your plan.

What is not included in your plan

Routine maintenance and cleaning unless this is included as stated in the 'Special Messages' in section 21."

This means that Domestic & General was not obliged to carry out any repairs, including replacing the heat exchanger, unless and until it stopped working properly. There is no evidence, as far as I am aware, that the noise was such that it would in effect mean the boiler was inoperable: Mrs T described in one letter that it makes a rattling noise when the boiler ignites. Some noise when the boiler starts up would not be sufficient, in my opinion, to mean that the heat exchanger or the boiler generally was not working properly. I am therefore of the opinion that Domestic & General was not obliged to carry out any repairs, and did not reject the claim unreasonably.

In view of this, it also seems to me that the referral to sludge was likely an error rather than an attempt to avoid the claim.

With regard to the suggestion that Mrs T have a powerflush carried out, I am not persuaded that what Mrs T was told by her independent engineer means that this establishes any wrongdoing on the part of Domestic & General.

I understand that Mrs T did not receive a copy of the final response letter from Domestic & General, in response to her complaint. Whilst I accept that Domestic & General is not responsible for problems with the postal service, I understand that Mrs T contacted it several weeks after the letter had been sent to say that she had not received a response. However, Domestic & General did not address this or reissue its final response letter.

In view of the above, I am satisfied that an amount of compensation is warranted. However, I am satisfied that the amount recommended by our adjudicator and agreed by Domestic & General, is fair and reasonable to reflect the failure to resend Mrs T a copy of the final response letter. Although Mrs T has also referred to the amount of time she has spent on this matter, I do not think it reasonable to require Domestic & General to make any payment in relation to this.

my final decision

My final decision is that I uphold this complaint in part. I require Domestic & General Insurance Plc to pay Mrs T £50 in total compensation for inconvenience caused during the handling of her complaint.

Harriet McCarthy
ombudsman