

## **complaint**

Miss B's complaint is about the service provided by Domestic & General Insurance Plc ("D & G") in relation to a central heating insurance policy.

## **background**

Miss B held a central heating insurance policy with D & G, since 2002, which included an annual service of the boiler.

During the annual service in August 2018, the engineer told Miss B there was a hole in the combustion chamber, which was potentially dangerous and so the boiler would have to be switched off. Miss B says he told her that tape had been used where a particular type of screw should be. The boiler was deemed to be beyond economic repair as the part required was no longer available. D & G says it does not provide cover for replacement boilers where they are beyond repair but the policy provides for a cash payment of up to the policy limit, so it offered Miss B £750.

D & G also acknowledged there were some service issues: Miss B was not called back when and she was without heating and hot water or some time. It also offered £395 compensation for that.

Miss B is very unhappy about this. She says she was expecting a routine service but was then left without heating and hot water. This dangerous issue had not been spotted by any previous engineers and D & G can't tell her how long the boiler was in this state. Miss B didn't have her boiler replaced for some months and says she stayed on and of with friends, as her home was so cold.

After the complaint was brought to us, D & G agreed that it should have paid Miss B £1,500 in settlement of the claim, as its policy limit had increased from £750. It also agreed to a further £100 compensation (so a total payment of £1,995).

Miss B doesn't accept the offer made and says D & G has still not addressed the seriousness of the "*shoddy unprofessional workmanship*" and the potential danger this posed to her health. Miss B says D & G should arrange to replace her boiler with a new and safe boiler.

One of our adjudicators looked into the matter. She did not recommend the complaint be upheld, as she considered the offer made by D & G to be reasonable in all the circumstances of the complaint.

Miss B initially said she accepted the adjudicator's assessment but later said she still considers that the tape on the boiler – which rendered it unsafe – was D & G's responsibility and she feels there has been no recognition of the failure by D & G to provide her with a safe service.

As the adjudicator was unable to resolve the complaint it has been passed to me.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

D & G says none of the previous engineers have mentioned the missing screw or the tape. The most recent attendances, before this issue was raised in August 2018, were in February 2018 and one in 2017. I note that on occasion Miss B was told to get her own engineer and D & G would reimburse the cost, as it had no engineers available. I do not know if this was taken up or not. There is no evidence it was present at any of the previous services or attendances. Miss B is unable to say when the tape was applied either. Without any other evidence, it is extremely difficult for me to determine how or when the screw went missing and was replaced with tape.

In order to be satisfied that D & G should pay for a replacement boiler, I'd need to be persuaded that it damaged Miss B's by breaking/removing the screw as a result of acting negligently. If it was damaged while carrying out a normal repair, due to deterioration or wear and tear then (although it should have reported it) it would not be responsible for replacing the boiler. Or if it was damaged/removed by anyone else it would not be responsible either.

Miss B is adamant that D & G is responsible for the missing screw and the tape on the boiler but there is no convincing evidence to confirm that. I am not therefore able to safely make a finding that it was responsible for this. There is also no evidence the screw was missing at any previous attendance by D & G.

There is simply not enough evidence for me to determine that D & G should pay for a new boiler to be installed. Overall the offer it has made in settlement (*i.e.* a total of £1,995) of the complaint is reasonable.

## **my final decision**

I consider that Domestic and General Insurance Plc has made an offer in full and final settlement that is reasonable in all the circumstances of the complaint. If Miss B wishes to accept that offer, she needs to formally accept this decision. The complaint is technically upheld, as the increased offer was made after the complaint was brought to us.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 19 January 2020.

Harriet McCarthy  
**ombudsman**