

## **complaint**

Mr M complains that two of his radiators stopped working after Domestic & General Insurance Plc ('D & G') repaired his boiler under his home emergency insurance policy with it.

## **background**

Mr M called D & G because his boiler wasn't working properly. The engineer said the boiler needed a new valve, and returned to fit it a few days later. This required draining down the heating system. But after the engineer's visit Mr M complained to D & G that two of his radiators in his lounge were cold – and hadn't been before. He said the engineer didn't check them before leaving his house.

D & G arranged for an engineer to return, but he said the problem was caused by an air lock and that he couldn't fix it. Mr M contacted D & G, which said sorry and paid him £25 for the inconvenience. It arranged for a different heating company to call out to him. The engineer from that company told him that draining the system had caused sludge in the system to circulate, and that Mr M would have to pay for a power flush – because radiators weren't covered under his policy. Mr M was unhappy as he wasn't warned this might happen.

Our adjudicator thought it was likely Mr M would have had the boiler fixed even if he'd been told of the risk of any sludge circulating. Radiator issues weren't covered, and so our adjudicator didn't think D & G had to do anything more. Mr M asked for a review, and says he's reluctantly arranged to pay for a power flush. He needs his heating to work properly due to his age and health.

We've asked Mr M whether the power flush resolved the problem with the radiators. He says it did. But he says that as far as he's concerned the part fitted by D & G caused the sludge to circulate, and it had a duty of care to warn him this might happen.

## **my findings**

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 don't uphold it.

I do see Mr M's point that his radiators were working before D & G arranged to fix his boiler. But I don't think D & G is required to take any further action.

Based on the evidence I've seen D & G properly arranged to fix the boiler, under the terms of the home emergency policy, by replacing the diverter valve. I think Mr M needed to have the valve replaced for his boiler to work properly, and for hot water to run correctly both to the taps and to the heating system. It would have helped if D & G had warned him about the possibility of sludge circulating in the heating system and tested the radiators before leaving. But even if it had I don't think he had any option but to have the boiler work done.

I think it was right that D & G paid Mr M some compensation when its engineer told him the problem was an air lock and couldn't be fixed. But D & G did then quickly arrange for a new engineer to call out, and that engineer diagnosed the problem.

The engineer from the second heating company explained the problem was due to sludge in the system. Unfortunately this is something that can happen with heating systems over time,

and wasn't D & G's fault. A power flush to resolve this problem isn't covered under the terms of the D & G policy.

I don't think D & G did anything wrong in replacing the diverter valve, as that was necessary to fix the problem with the boiler. So despite my natural sympathy for Mr M's position, I don't think I can fairly say D & G must pay for the cost of the power flush.

**my final decision**

For the reasons I've explained I don't 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 15 December 2018.

Amanda Maycock  
**ombudsman**