

## **complaint**

Mr R complains that Domestic & General Insurance Plc (D&G) gave him poor service under his central heating boiler insurance policy.

## **background**

A well-known boiler manufacturer made Mr R's boiler about twenty years ago. And a local tradesman installed it. The tradesman didn't follow the manufacturer's recommended minimum clearance around the boiler. For many years D&G arranged for the service and repair of Mr R's boiler. He complained that D&G said it wouldn't do any more repairs unless he paid to get the boiler moved so that it had more clearance in front of it.

Our investigator didn't recommend that the complaint should be upheld. He thought that Mr R had benefitted from the policy for many years even though the boiler had never met the terms and conditions required for repairs to take place.

Mr R disagrees with the investigator's opinion. He says, in summary, that D&G should've told him (or his partner) from the start that there was a problem. He could then have got the installer to move the boiler or he could've shopped around for alternative insurance. And he suffered inconvenience when he complained, Mr R adds.

## **my findings**

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

From what D&G and Mr R have each said, I think that it has insured the boiler since 2003. D&G was ultimately responsible for dealing with claims. So where I refer to D&G or the insurer, I include its repair companies and their engineers and any others for whose actions I hold D&G responsible.

At first, D&G used another company to work on the boiler. From what he says, I accept that Mr R didn't know there was a problem about clearance – or an omission to tell him about it – until 2016. But I don't think that D&G had a duty to check that the installer had installed the boiler correctly – and to tell Mr R that it wasn't.

In 2016 D&G started to use the manufacturer to look after the boiler. In April 2016 the manufacturer said that the boiler didn't have the correct clearance.

There's no evidence that Mr R complained or sought other insurance at that time. And most boiler insurance policies provide that the insurer doesn't have to repair a boiler which hadn't been installed in line with its manufacturer's guidelines. So I don't find it likely that Mr R would – or could – have got cover elsewhere if D&G had told him about the clearance issue sooner.

In February 2017 the manufacturer's engineer said that – because of the lack of clearance – it wasn't prepared to carry out any further repairs. And I think that D&G made a reasonable offer to allow Mr R to pay an engineer of his own choice and then to make a claim on the policy. Mr R declined that offer and later stopped his direct debit. D&G also made a refund for an annual service it hadn't done.

I have to keep in mind the policy terms. And overall I don't think that D&G treated Mr R unfairly by the options it gave him. And – although Mr R suffered some inconvenience – I'm satisfied that D&G took reasonable steps to resolve Mr R's complaint promptly. So I don't find it fair and reasonable to order D&G to pay any compensation to Mr R or to do any more in response to this complaint.

**my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Domestic & General Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 16 February 2018.

Christopher Gilbert  
**ombudsman**