

The complaint

Mr S is unhappy with the service British Gas Insurance Limited (BG) provided when he claimed under his policy for a faulty boiler.

What happened

Mr S had HomeCare Four home emergency cover with BG for a property he lets. He reported a boiler fault caused by poor pressure which BG repaired. Mr S's tenant then complained that the water temperature was fluctuating between warm and cold. Mr S says that BG didn't fix the fault and the boiler started leaking.

Mr S complained to BG about several issues, summarised here:

- BG only attended three visits despite arranging eight;
- engineers failed to call before visiting;
- engineers left cards saying they visited without trying to get access;
- confusion about whether a powerflush had been done;
- BG attended for an unplanned reflush;
- when asked for more details, BG had no record of planning a reflush;
- BG claimed there'd been a break in cover;
- unprofessional staff behaviour, and
- he believes the cover hasn't been delivered as promised.

BG investigated Mr S's concerns and said:

- its engineers hadn't been able to gain access on five occasions;
- trackers showed that engineers had been outside Mr S's house on those five occasions;
- it had no record of completing a powerflush;
- Mr S told BG he had evidence of the powerflush, but he didn't provide it;
- there'd been a break in service of a few years;
- there was no evidence of a boiler leak when its engineers attended.

Our investigator didn't uphold the complaint. He thought the evidence suggested engineers hadn't been able to gain access; they had reported the cause of the boiler leak as rain water ingress, and that BG had responded appropriately to Mr S's complaint about the powerflush and customer service.

Mr S didn't agree. He thought that his evidence hadn't been considered and he said he had proof of payment for the powerflush and policy premiums despite BG saying he hadn't paid.

The complaint was passed to me to decide.

I issued a provisional decision in December 2020 explaining that I wasn't intending to uphold Mr S's complaint. Here's what I said in my provisional decision:

“While I realise this will not be the outcome Mr S hoped for, I’ve decided not to uphold his complaint. I’m aware that Mr S feels strongly about this matter and he feels let down by the service BG provided. I can sympathise with him, especially as the issues he’s raised have taken up a lot of his time. But I haven’t seen anything in the evidence to suggest that BG has done anything substantially wrong. I’ll explain.

Mr S’s complaint covers many issues, all of which are well known to both parties. There seems little benefit in repeating each point in detail, so I’ll cover the key points and the complaint as a whole. I must stress, that while I may not specifically mention a piece of information provided, I have taken it into consideration in reaching my decision.

The underlying issue is that Mr S doesn’t think BG properly attended to the boiler leak and water temperature problems he reported. BG says its engineers didn’t find any evidence of a leak.

Mr S’s policy covered him for, “Boiler, controls and central heating on a service and repair basis and plumbing, drains and home electrics on a repair only basis”, so I’m satisfied that a leak and temperature fault would’ve been covered.

BG hasn’t said it wouldn’t cover the leak – it said its engineers couldn’t identify a leak originating from the boiler. The available evidence shows that engineers who attended to investigate the reported leak saw that rainwater was coming through the roof into the boiler. The notes say that it was the fourth time that same diagnosis had been made. In response to this, Mr S provided a roofer’s report stating that there was no damage to his roof so water wouldn’t be getting through; a report from a Gas Safe engineer who reported that there was internal corrosion, and a video showing water dripping from a boiler.

I appreciate there is quite a bit of conflicting evidence here but, on balance, I can’t reasonably say BG did anything wrong. BG investigated Mr S’s report of a leak and couldn’t find a source other than, what it believed to be, rainwater. The job notes show that BG also identified significant internal corrosion a few years earlier, but still no evidence of a leak. The video Mr S provided shows water dripping from the top of the boiler, running to the edge of the metal plate and dripping to the floor. I can’t see that it shows anything other than water on the outside of the boiler, rather than water leaking from inside.

The independent Gas Safe engineer who reported internal corrosion recommended a new boiler and provided a quote. I understand that Mr S had a new boiler installed a few weeks later. As any evidence of a leak is no longer available, I’ve thought about whether BG had any responsibility towards Mr S if it had also reported that the boiler was no longer viable.

Mr S’s policy says:

“Boiler and controls

What’s covered

A replacement for your boiler if we can’t repair it and:

- It’s less than seven years old*
- Or, it’s between seven and ten years old, we installed it and it’s been continuously covered by British Gas under either a warranty or HomeCare agreement”*

So, BG offers cover for a replacement boiler if it is unable to fix it, but only in the above circumstances. Mr S’s boiler was more than ten years old, so he wasn’t covered for a replacement boiler regardless of whether he had continuous cover with BG.

On balance, I don't think that anything BG did in respect of the leak caused Mr S any material loss. That's because even if it had found a leak, the outcome is likely to have been the same – that Mr S needed a new boiler.

The next issue is that BG checked the water temperature, bled the radiators, and recommended a powerflush. Mr S says BG had already done a powerflush, so he thought he should be covered under his policy if it needed to be done again. BG denied having flushed the system.

BG offered a guarantee for powerflushes which would've meant that Mr S didn't need to pay for a reflush. However, BG couldn't find any record of billing for and carrying out a flush, or of Mr S paying for one. Mr S provided a copy of a worksheet from eight years before which said:

*"Parts fitted this visit - Powerflush
Recommendations - System flush"*

The "quote left" box was ticked.

I appreciate that this looks like a powerflush was completed, but it also says a system flush was recommended and a quote left. I've compared that with the job records BG provided dating back to the start of the policy but there's no record of a power flush being carried out. Although Mr S says he has evidence that he paid for a powerflush, he hasn't provided it for me to consider. On balance, I think it's unlikely that BG completed a powerflush because its records do not include any reference to it and Mr S has not provided any contradictory evidence. The circumstances here are unfortunate, but beyond the unclear worksheet, which I consider a relatively minor issue, I can't see that BG did anything wrong.

This leads to the next issue which is Mr S's claim that there was no break in his policy with BG. BG says there was a break in cover of around four years. This is of significance because if BG had carried out a powerflush, Mr S thinks he would've been covered for a reflush under the policy guarantee.

The policy states:

"British Gas Powerflush

*Over time, gas **central heating** systems build up **sludge** that can block or narrow your pipes, radiators and boiler parts. **British Gas Powerflush** is our way of removing that **sludge** from your system. We'll tell you if your system needs a powerflush to work properly. You'll need to pay for it separately – it isn't included in your cover. If you buy a **British Gas Powerflush**, any future ones you may need to keep your system working properly are included, for as long as you have continuous cover for your boiler with us."*

Mr S says he has evidence of paying premiums for the period BG says there was a break in cover. However, he hasn't provided any evidence of payments for me to consider. In the absence of any policy letters, landlord certificates or evidence of payments for the period in question, I can only conclude that there was a break in cover.

So, whether or not BG would've provided a reflush under guarantee if Mr S did in fact pay for a first power flush is irrelevant now. That's because I'm satisfied there was a break in the policy cover, so a repeat flush was excluded under the terms and conditions.

Mr S complained about several issues specifically relating to BG's engineers. He says BG:

- only attended three out of eight planned appointments;*

- didn't call before attending;
- missed appointments because they just sat outside in the van, without knocking, and then left a missed appointment card;
- turned up unannounced to complete a powerflush, and
- attended outside the appointment window.

Mr S thinks the engineers missed appointments on purpose and maliciously.

BG provided details of the engineers who attended the appointments and said they often reported an inability to gain access.

Under the section titled "Your Responsibilities", Mr S's policy states:

"Getting into your property

*It's your responsibility to give us access to your **property**. If we can't get access we won't be able to complete the work and it's then up to you to arrange another appointment.*

*If you don't re-arrange the appointment, your **agreement** will still continue.*

*After several failed attempts to get into your **property**, we may cancel your **agreement** but we'll let you know beforehand."*

So, I've compared BG's job records, created at the time of the visits, with Mr S's account of events. In the six months before BG's final visit to investigate the reported leak, I can see that there were thirteen appointments. BG was unable to gain access on seven separate dates, one of those dates including a repeat failed attempt, and it carried out work on the other six dates. The records show that:

- *engineers left voicemails or didn't get an answer on the phone;*
- *there was no answer when they knocked at the door;*
- *they waited 15 minutes, then posted a card,*
- *or the tenant declined the visit.*

The notes were logged by five different engineers, some of whom were able to gain access and carry out work at previous or subsequent appointments at Mr S's property. I've also seen BG's engineer location records and I can see that five different engineers were parked outside Mr S's property around the time of the appointments.

I understand that Mr S's tenant went outside to bring a BG engineer in for the appointment. That leads me to wonder whether, perhaps, the tenant wasn't able to answer the door quickly enough on other occasions. Regardless, I think BG's evidence is persuasive because I think it's unlikely that, not one, but five different engineers would've sat outside Mr S's property and yet purposely avoided attending appointments. So, on balance, I think BG tried to gain access when it said it did and with that in mind, I don't think it would be fair to say BG acted maliciously.

As a side point, Mr S said he turned away an engineer who arrived, unannounced, to complete a powerflush. Mr S provided the engineer's name and phone number and the date of the visit. The records show that the named engineer did attend Mr S's property, but it was several weeks after the date Mr S provided, and he carried out work on that day. There's no evidence that he attended on a previous date for a powerflush or otherwise. That said, I have no reason to doubt Mr S's recollection. But, if he had attended and been turned away, I don't think it has any material impact on the matter.

The final point I'll address is Mr S's complaint about BG's customer service in relation to his claim. He says that BG's agents acted unprofessionally. BG disagrees.

I've listened to the available call recording and I didn't hear BG's agent say anything to cause me concern. Mr S was evidently unhappy with the way the conversation was going, but I think the agent remained calm and professional throughout, even when Mr S's frustration showed through his equally calm manner. I don't doubt that Mr S felt upset with the situation - it's not uncommon for a customer to be frustrated with an agent when the conversation isn't going as they might hope. But, in the absence of any evidence that the agent acted unprofessionally, I see no reason to ask BG to do anything more here.

In summary, I think this has been a difficult time for Mr S and I can sympathise with the frustration he must've felt. To some extent the matter was out of his control because his property was tenanted and he relied on some communication via the tenant, and their availability for appointments. I'm also aware that the boiler was quite old and, given the many appointments to repair it over the previous few years, it's evident it had reached the point of being beyond economical repair. But, with all that said, I can't see any evidence to show that BG did anything wrong in handling his claim. I don't think there's anything here for BG to resolve."

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

BG responded to say it had nothing further to add.

Mr S didn't agree and he provided further evidence for consideration, including bank statements, Gas Safety certificates and a power flush checklist dated 2016.

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.

After considering the additional evidence Mr S supplied, I've decided not to uphold his complaint.

I asked Mr S to provide Gas Safety certificates or bank statements showing payments to BG for the period where the break in cover is disputed. Although Mr S provided many bank statements and seven certificates, none of the evidence related to the period I had asked for. Despite a further request to him, Mr S was unable to provide evidence of continued cover.

Mr S also supplied a bank statement showing a payment to BG dated two weeks after he said it had completed a power flush in 2011. I asked BG to look again, to see whether it had recorded the payment Mr S made but, due to the time that had passed, it no longer had payment records available. I've thought carefully about whether the payment makes a difference to my provisional decision and I've decided that it doesn't. That's because the work records don't show a power flush completed at Mr S's property, and there's no evidence what the payment was for. And as he has service agreements with BG for other rental properties, I can't conclude that the payment relates to this property.

Finally, Mr S provided a copy of a power flush checklist dated 2016. The checklist included the engineer's name, employee number and in the comments box it said "*reflush of boiler and heating system*". However, after checking the details with BG, it provided evidence that the employee number wasn't that of the engineer; there was no record of a visit completed on the date recorded on the checklist, and it pointed out that "*N/A*" was recorded in the "*Which appliance did we check?*" box.

Overall, I don't think the evidence Mr S supplied shows that there was no break in cover, or demonstrates that a power flush was completed at this property. As he hasn't provided me with anything conclusive, I'm not persuaded that a change to my provisional decision is warranted.

My final decision

For the reasons I've explained above, and in my provisional decision, I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 April 2021.

Debra Vaughan
Ombudsman