

## **The complaint**

Mr and Mrs F's complaint is about the service provided in relation to a boiler insurance policy with British Gas Insurance Limited.

## **What happened**

In 2018, Mr and Mrs F says the boiler would repeatedly cut out and they made a number of claims under the policy. They say British Gas carried out various repairs, none of which resolved the matter properly. Mr and Mrs F say they noticed that the boiler seemed to sometimes cut out when the timer kicked in to turn the boiler on or off. They say they told the engineer this on around three occasions but each time, the suggestion was dismissed. After so many call outs Mr and Mrs F say they decided to replace the boiler in October 2019.

Mr and Mrs F says that during the installation of the new boiler, the electrician told them that the timer on the old boiler had been wired incorrectly. Mr and Mrs F say the new boiler has been working well without any problems and they think the cause of the old boiler cutting out was the incorrectly wired timer.

British Gas says the electrician offered to replace the wiring to the timer, as it might not be compatible with the new boiler but he did not identify a fault with the existing wiring. (Although Mr and Mrs F say that in an earlier telephone conversation British Gas had confirmed the electrician had told it exactly what they had relayed, *i.e.* that the timer had been incorrectly wired.) British Gas also says the fault code registering on the boiler at the time of the call outs is not a code that would relate to the timer fault. British Gas therefore does not agree that the faults it investigated were related to the timer or that its engineers had acted correctly.

Two of our investigators looked into the matter. Neither recommended the complaint be upheld, as they didn't think there was enough evidence British Gas had acted incorrectly and it had tried its best to remedy the issue with the boiler. The investigators said there could be several reasons why the boiler had been cutting out, and there might have been more than one cause operating at the same time. They also said the timer was tested during a visit in May 2019 and was found to be working fine; and British Gas confirmed the timer on the old boiler simply needed to be upgraded.

Mr and Mrs F do not accept the investigators' assessments. They have made a number of submissions in their initial complaint and in response to the investigator's assessment. I have summarised them below:

- British Gas's engineers are inadequately trained and were unable therefore to repair the faulty boiler.
- There has to have been a cause of the boiler failure, so what was it? British Gas has not said. And without knowing what the fault was, how can the investigator conclude that British Gas did its best to address the issue?
- They were not aware any engineer had checked the timer and this was not mentioned to them when they first complained to British Gas.
- The inability to properly diagnose the fault – and failure to even investigate their

suspicion that the fault was related to the timer - led to an excessive number of engineer call outs, which may have resulted in them paying more for their cover.

- It also meant they incurred the cost of renewing the boiler before they had planned.
- And had to pay grossly excessive fuel costs as a result of having to operate the boiler in a way as to prevent it cutting out.
- They gave a clear and consistent account of the discussion with the electrician, which was that he said the original timer/electrical control, which he was in the process of replacing at the time, had been mis-wired. Why is their account of that discussion not accepted in the absence of any evidence to the contrary?
- By what legal standard or authority is it necessary for them to be able to corroborate that discussion before it is accepted as true?
- There was a discussion by telephone with British Gas about this (in which it confirmed the electrician had told British Gas the timer had been wrongly wired) but, even though the complaint was brought within the permitted time scale, British Gas destroyed the relevant records and isn't able to provide the recording of that call.
- Why, as it would appear, are they being disbelieved, when British Gas has failed to corroborate its untruthful account of its discussion with the electrician?
- The fact that the new system needed to be upgraded does not prove that the miswiring of the timer was not the fault with the old boiler.

As the investigators were unable to resolve the matter, it has been passed to me.

### **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.

British Gas's records show it attended the property, about the boiler cutting out, on the following dates:

9 January 2019: *"YSML complete"*

20 May 2019: *"cleaned trap on boiler and adjusted ch valve"*

29 May 2019: *"Cust. suspects timer faulty. Tested, all OK. Electrode wiring touching combustion casing".*

25 June 2019: *"Rewired 3xzones valves, grey & brown were in same terminal keeping CHB on. Replaced electrodes."*

12 August 2019: *"Cust says Solid Red LED. Working at visit, Tested no L/Out on Site. Seal all ok."*

There's a second entry for 29 May 2019, which says a detector was installed but I don't think this relates to another claim. So it seems there were five call outs for the problem with the boiler cutting out. These records also show that British Gas did check the timer. Mr and Mrs F dispute this but I have no reason to doubt this record.

On its own, the fact there were five visits over a seven month does not establish that British Gas's engineers did not act reasonably or competently. And there's no convincing evidence that the steps taken by the engineers on each visit were not reasonable.

I also have no reason to doubt what Mr and Mrs F say was discussed with the electrician. Mr and Mrs F also say that what he told them was confirmed by British Gas in an initial phone call. We don't have a recording of this call. It would of course be preferable for all call recordings to be kept but I do not think it would change the outcome of this matter, as I accept the electrician told Mr and Mrs F the timer was wiring incorrectly.

However, even if I accept the electrician told them that the timer was incorrectly wired, this does not establish that this was the cause of all the call outs *and* that it should have been identified by British Gas.

I say this because, there is no mention (as far as I am aware) of the boiler cutting out in this way before the end of 2018, and the wiring of the timer would have been the same throughout the time Mr and Mrs F had the boiler. In addition, British Gas has said the fault code displayed each time was not related to the timer but it did also check the timer. I also note that Mr and Mrs F said they *"suspected an electrical fault because some (maybe most...) of the instances of the boiler cutting-out appeared to coincide with the timer sequence"*. Therefore it didn't always cut out when the timer was operating. So none of this proves the boiler was cutting out solely due to faulty wiring in the timer.

There would of course be a cause of the boiler cutting out but this could be several different issues, especially on a relatively old boiler. It is not uncommon or unreasonable for engineers to try different things to resolve such a fault. In order to establish British Gas's engineers failed in their obligations and caused Mr and Mrs F to replace their boiler unnecessarily, it would have to be shown that the steps they took to identify and fix the fault were entirely unreasonable and no other reasonably competent engineer would have taken those steps. There is no such evidence. In addition, there's no evidence the steps they took didn't work, as there were gaps between call outs. British Gas could not resolve this and so there was no final diagnosis. However, I do not think this means it automatically must have been the timer.

Of course I can't be sure the fault was not a problem with the timer but given the evidence provided to me, I am not persuaded that it's more likely than not that it was the timer; and that this should have been identified as the cause of the problem by British Gas during one of the first visits to the property in 2019. I do not therefore intend to make any award against British Gas.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and Mr F to accept or reject my decision before 2 August 2021.

Harriet McCarthy  
**Ombudsman**