

The complaint

Mr C complains about the advice and customer service he received from British Gas Insurance Limited when there was a problem with his boiler. And that he was told there would be no charge for repairs when the problem with his boiler wasn't covered by his policy.

What happened

Mr C has a HomeCare Four policy with British Gas for a rental property he owns. The policy provides cover for servicing and repairs for his boiler, boiler controls and central heating. It also covers plumbing, drains and home electric repairs.

In July 2020 Mr C's tenants reported an unpleasant smell in the house. Mr C says that this happened after British Gas had dealt with an earlier leak in the bathroom under his policy. Mr C says that British Gas sent multiple engineers out to investigate the cause of the problem. But the cause of the smell, an incorrectly installed condensate pipe, wasn't found until December 2020. In this time Mr C says his tenants became increasingly frustrated and annoyed, eventually complaining to the Council, who sent him an enforcement letter. And Mr C says the tenants withheld rent and eventually left the property.

Mr C says he was given different advice about the cause of the problem by the multiple engineers who attended. And one of them told him that because of the delays and inconvenience he'd experienced he wouldn't be charged for correcting the installation issues with his boiler's condensate pipe.

The work to re-route the condensate pipe was completed by British Gas on 5 January 2021. And they billed Mr C for this work, which they say he'd been told wasn't covered by his policy as it was an installation fault.

Mr C complained to British Gas, but they didn't uphold his complaint. They said their engineers had made multiple visits to his property and he'd been told in September 2020 that the problem was due to an installation issue and wasn't covered by his policy. And they weren't prepared to cover the cost as a gesture of goodwill, as he'd suggested, as he'd been told more than once about the installation issue, and that this needed to be resolved.

Mr C wasn't happy and complained to our service. Our investigator considered what Mr C had said about being given the wrong advice by British Gas. He said that the system notes British Gas had provided showed that Mr C was told on 10 September 2020 that the condensate pipe had been poorly installed and needed to be moved, and this work would be chargeable. And they called Mr C on 16 September 2020 repeating this advice.

British Gas visited the property on 28 October 2020 to adjust and bleed the radiators. The notes from this visit state that the issue with the condensate pipe still hadn't been fixed and it needed upgrading. On 5 November 2020 British Gas quoted for digging up the condensate pipe and placing it in the correct position so there wouldn't be a smell.

Mr C said that the work to fix the condensate pipe should be covered by his policy, as British Gas had done work on it. Our investigator considered the system notes going back to

December 2016 and couldn't find any record of work on the condensate pipe. And he said Mr C's policy didn't cover him for faults which existed before he took out his cover, or cover repairs they'd told him about which he hadn't fixed. So our investigator was satisfied that that the fault with the boiler was pre-existing from when the boiler was first installed, and wasn't covered by Mr C's policy.

Our investigator said there wasn't any record of which engineer told Mr C he wouldn't have to pay for the repairs. Mr C told us that this was during a call on 24 December 2020. British Gas couldn't provide this call due to the time that had passed. But from the evidence he'd seen our investigator was satisfied that Mr C was told twice in September 2020 that the work would be chargeable and wasn't covered by his policy. British Gas had apologised for any inconvenience caused by their engineer's advice and our investigator thought this was enough.

Our investigator also considered what Mr C had said about delays in resolving the problem causing a dispute with his tenants over rent. He said that the tenants first reported the smell in July 2020. By 10 September 2020 British Gas had identified the cause of the smell. He accepted that it would have been frustrating for Mr C while British Gas were trying to find the cause of the smell. But he didn't think that two months was an unreasonable timescale, particularly as they'd investigated Mr C drains as a potential cause of the problem in this period as well.

And as Mr C was told twice in September 2020 what the cause of the smell was, and could have agreed then to pay to have it resolved, our investigator didn't agree that British Gas were to blame for the problems Mr C had with his tenants.

Finally, our investigator said that he couldn't consider how British Gas had handled Mr C's complaint as this wasn't a financial activity which comes within our jurisdiction.

Mr C didn't accept our investigators opinion so the case has come to me for a decision.

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.

Mr C's policy doesn't cover him for '*pre-existing faults*'. This is clearly set out in the Insurance Product Information Document he received from British Gas. I've considered the system notes British Gas have provided about Mr C's property and I can't find any record of them carrying out work on the condensate pipe before Mr C's tenants reported the smell in July 2020.

After Mr C contacted British Gas in July 2020, I accept that a number of engineers attended his property before the cause of the smell was identified. His drains were also investigated to see if these were the cause of the problem. But by 10 September 2020 British Gas had identified the cause of the problem as an incorrectly installed condensate pipe. They told Mr C then what work needed to be done to fix the problem and that this wasn't covered by his policy.

I don't think that two months was an unreasonable time for British Gas to find the cause of the smell. Although I accept that this would have been inconvenient and frustrating for Mr C and his tenants.

I'm not persuaded that British Gas were responsible for the problem not being resolved until December 2020, or for the problems Mr C had with his tenants. There's no evidence that

British Gas had previously done any work on the condensate pipe. The problem was a result of an installation issue and it existed before Mr C took out his cover. So it's not covered, even if the problem only arose after his cover had been in place for some time.

Once Mr C had been advised of the cause of the problem, and that it wasn't covered by his policy, he could have arranged for the work to be carried out, but he didn't. I don't accept what Mr C has told us, that he wasn't advised of the cause of the problem until December 2020. I think it's clear that he was. And after this British Gas provided a quote for the work that was needed.

British Gas have no record of any of their engineer's telling Mr C he wouldn't be charged for the work. He's told us that this was said during a call on 24 December 2020. Due to the time that has passed British Gas haven't been able to provide a copy of that call. But even if Mr C is correct and he was told this, the work isn't covered by his policy and he'd already been told this. And we wouldn't tell British Gas to pay for something that wasn't covered simply because they'd made a mistake. British Gas apologised for any inconvenience Mr C experienced, and I think this is enough.

The necessary work on the condensate pipe was completed in January 2021 and Mr C was billed for this. He'd been told in September 2020 that this work would be chargeable. So I don't think British Gas have done anything wrong and I won't be asking them to take any action.

The issues that Mr C has raised about how British Gas dealt with his complaint aren't within our jurisdiction, so I can't consider them.

My final decision

For the reasons set out above my final decision is that I don't uphold Mr C's complaint about British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 March 2022.

Patricia O'Leary
Ombudsman