

## **The complaint**

Mr O complains that British Gas Services Limited (BG) damaged a filter in his boiler, which they then removed but didn't directly replace under his HomeCare insurance policy. He feels this contributed to his boiler needing to be replaced.

## **What happened**

Mr O had HomeCare insurance with BG on a property he rented out. This provided boiler and controls cover, including an annual service and gas safety certificate.

Mr O said that in January 2020 BG damaged a filter in his boiler and caused it to leak. He said that in December 2020 BG were called out to fix the leak. They removed the filter and replaced it with piping. Mr O said he wasn't aware that the filter had been removed and not replaced.

BG said they told the person who was present for the engineer visit that the filter had been removed. And that this was reflected in the engineer's visit notes.

In May 2021 BG emailed Mr O about damage to the property which they felt could've been caused by a minor leak they'd missed. They'd previously declined to accept liability for damage caused by the leak. BG said they would arrange to attend the property to assess the damage and put it right.

In July 2021 the boiler broke down. Mr O had it replaced by a third party. That party told Mr O that the existing central heating filter had been removed and bypassed before they'd installed the new boiler.

BG said it wasn't responsible for the leaking filter. And said that a direct replacement wasn't included under the terms of the policy.

Mr O complained to BG. They called Mr O to explain why their engineer had cut out the filter and replaced it with a pipe. At this point, BG said that Mr O suggested that a previous BG engineer had created the leak. BG said they would investigate. Mr O said he wanted BG to compensate him for the cost of installing the new boiler. And the cost of buying and installing a replacement filter.

In their final response letter, dated 29 December 2021, BG didn't uphold his complaint. They didn't agree that they were responsible for Mr O needing a new boiler. They felt they'd highlighted the poor condition of the boiler during previous visits. As Mr O had a new boiler with its own warranty, BG cancelled his policy and refunded him the payments he'd made to them since the new boiler was installed.

Mr O complained to this service. In his first view, our investigator felt that his complaint should be upheld. He felt that BG had acted correctly and followed the terms of the policy when they'd removed the filter. But thought that they'd accepted liability for the damage that had been caused to the boiler. He felt BG should pay Mr O the reasonable cost of replacing the boiler on a like for like basis.

BG didn't agree. They said their engineer didn't break the filter. So they didn't consider that they should do anything further.

Our investigator asked BG to explain why they had appeared to accept liability for the leak in their 19 May 2021 email. They said that the email showed that they'd agreed to deal with resultant property damage. But felt that the component had failed, causing the leak. And therefore they didn't agree they were responsible for its replacement. BG provided the job notes from the engineer's visit in December 2020. These showed that there had been a leak before the engineer visited.

Our investigator issued a second view in which he considered what BG had said and provided. But he still considered that the complaint should be upheld.

BG didn't agree. So the complaint came to me for a review.

I issued my provisional decision on 2 March 2022. It said:

*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 intend to uphold it. I don't agree with our investigator that BG should be held responsible for the leaking filter. I'll explain why.*

*Did BG do what they were supposed to in December 2020?*

*Mr O said that BG's engineer removed the filter within his boiler without his consent in December 2020. He said he only found out about this when he had his old boiler replaced. He said BG didn't put the boiler back to its original state. And felt that this had contributed to it breaking down in July 2021.*

*BG said that during the December 2020 visit, their engineer noted that a filter that had been installed by a third party was leaking. According to the terms and conditions of the policy, the engineer should've either put piping on the boiler or quoted for a new filter. As the engineer couldn't fit a new filter without Mr O's permission, and because he couldn't get in touch with him, he put piping on the boiler. I can confirm that this was the correct process as replacing the filter would've been classed as chargeable upgrade work, which wasn't covered under the policy.*

*BG said that their engineer would've left the job sheet with the responsible adult present at the time of the visit. And that it wasn't their responsibility to ensure that Mr O was informed about what had happened. They noted that the policy terms state the following:*

*Authority to carry out work*

*If you're not at the property when our engineer visits, you must make sure that there is somebody else present who can give instructions to our engineer on your behalf and you must ensure you obtain any job sheets or advice that the engineer leaves with that person.*

*If you are a tenant, it is your responsibility to ensure that you have obtained the relevant consent from your landlord to enable you to give instructions to our engineer and that you pass any job sheets or advice from the engineer back to the landlord.*

*It is your responsibility to get consent from any relevant third parties (such as a neighbour) where you and they, for example, share a water supply pipe or driveway.*

*Based on the policy terms, I've seen no evidence that BG didn't follow the correct process when they replaced the faulty filter with piping.*

*However, Mr O considers that BG's earlier actions caused the filter to leak in the first place. Clearly if BG did break the filter it would only be fair and reasonable for me to uphold this complaint, despite the terms and conditions. So I've next considered whether BG broke the filter.*

*Did BG break the filter?*

*From what I've seen, there is no certainty about how and when the filter started leaking. So it's not clear how the filter became faulty.*

*BG's position is that the component failed and needed replacing. They don't feel that they should be held accountable for the filter failure. Mr O considers that BG damaged the filter prior to the December 2020 engineer's visit. He feels that as BG broke it, they should've replaced it. And he considers that the removal of the filter contributed to the boiler breakdown. He said that his boiler had clogged up very quickly after the filter had been removed.*

*From what I understand, Mr O's position is that BG damaged the filter in his boiler during a January 2020 visit. Mr O said that in January 2020 he didn't know the filter had been damaged by BG's engineer. But that BG admitted to causing this damage in their May 2021 email to him.*

*Mr O said that BG had lied that his boiler was outdated. He said that the boiler was new. And had been installed less than five years earlier. He felt BG's engineers had ruined the boiler. He said that on one visit BG had tried to sell him a filter, which he said they said he didn't have. And that when he'd pointed out where the filter was the engineer had cleaned it which had damaged it.*

*BG disagreed. They said that the filter hadn't been damaged by the engineer. And said that the component had failed, causing the leak. They also said that they'd been correct to replace the failed filter in the way that they had.*

*BG also said the filter was leaking when their engineer attended and needed to be replaced. They said that the online appointment booking showed that there was a leak already present. They considered that this was evidence that the filter was already damaged.*

*BG also said that they'd advised Mr O that if his tenant was constantly topping up the pressure it would be evident there was an issue. And questioned why they'd not been called to attend. They said that prior to his complaint, Mr O had two appointments where their engineers informed him that he'd benefit from a new boiler due to its poor condition. These appointments were carried out on 28 February 2018 and 30 October 2019. They said that since then, he'd had 15 further appointments where their engineers recommended an upgrade to his system due to its poor condition. But that Mr O had declined these recommendations. They felt that this showed that Mr O would've needed a new boiler regardless of what had happened with the filter. BG's experts said they: "were comfortable that the customer needs a new boiler due to the age and efficiency of the old one and not because of anything we have done wrong. It's clear that the boiler has lived its full expected life cycle and didn't owe the customer anything".*

*I've carefully considered all the information both parties have provided. And reviewed the May 2021 email that BG sent to Mr O. The email was about Mr O's claim for property damage. It said: "we agreed that there was potential that we were unable to see the leak*

*coming from the filter due to it being hidden out of the way. As the leak was minor, we believe that there was potential for this to cause damage and go unnoticed". So BG admitted that they had missed a boiler leak they potentially could've noticed. Because of this, they accepted responsibility for the property damage that leak had caused.*

*The email went on to say: "Due to these reasons, we have changed the outcome and agreed to accept the liability as we do agree that we touched the filter in January, then in July before finally removing it in December of 2020". Mr O took this to mean that BG had accepted that their engineer had damaged the filter during the January 2020 visit. But BG disagreed. They said there was no reason that they should be held liable.*

*My reading of the May 2021 email is that when BG said: "we do agree that we touched the filter in January, then in July before finally removing it in December of 2020", that they meant that they should've spotted the leaking part earlier. I don't agree with Mr O – or with our investigator – that this meant that BG accepted that they had broken the filter by touching it. And I'm not persuaded that there's evidence that BG did anything to cause the filter to break. I acknowledge that Mr O said that BG had cleaned it and that had damaged it. But I've no evidence that he reported his concerns to BG at the time.*

*From what I've seen, BG have slightly misunderstood the situation here. And I'm not persuaded by their argument that the December 2020 engineer's visit proved that the filter was already leaking before they attended the property. We know this to be the case from other evidence, for example, notes from the 13 June 2020 visit which said: "Repair leaking [filter name]".*

*In line with our investigator, I can't be sure how the filter was damaged. But unlike our investigator, I don't consider that BG accepted responsibility for the damaged filter when they said that their engineer had touched it while carrying out work. So, based on the evidence that I've seen, it wouldn't be fair or reasonable to say that it's more likely than not that BG damaged the filter.*

*In summary, I'm not persuaded that there's enough evidence showing that BG damaged the filter. And I'm satisfied that BG followed the terms and conditions of Mr O's policy when they replaced the filter with piping. Therefore I don't intend to uphold Mr O's complaint.*

## **Response to my provisional decision**

BG agreed with my provisional decision.

Mr O didn't agree with the decision.

He shared a video of the broken filter lid, which he said wasn't properly sealed up after the BG engineer had opened it to clean the filter. He said they'd broken the seal cover. He said the video clearly showed a leak from the top of filter. And that it showed there was no mechanical fault. He felt BG's position was that the filter had failed due to a mechanical fault. Mr O also shared a photo that he said showed the BG engineer cleaning the filter in January 2020.

Mr O said BG didn't leave a note to explain that the filter had been removed and not replaced. So he wasn't told that the filter was removed and wouldn't be replaced. He said BG had called him to ask if he had a copy of the note they'd left behind the day it was removed. But he didn't have one. He felt BG had lied about ever leaving a note.

He said that the BG engineer who'd visited the property on 16 December 2020 had told him that the engineer who'd cleaned the filter in January 2020 had left the filter unsealed. He

also shared the email BG had sent him with the details of the work done on 16 December 2002. This said:

*Engineer comments: CODE6 cut out leaking 3<sup>rd</sup> party filter, re-piped, behind kitchen cupboard, hard to access.*

Mr O felt that this didn't explain that the filter had been removed and not replaced. He also said that the engineer had noted that access was difficult. He felt this meant the filter was out of sight and therefore difficult for anyone to notice the poor job the previous engineer, who cleaned the boiler back in January 2020, had done. He asked our investigator to forward the note BG had left at the property on the day of the December 2020 visit. Our investigator got permission from BG to share this with Mr O.

Mr O questioned how BG could've previously accepted liability for damaging his filter but now not agree to replace it. He felt they were lying about what had happened.

### **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.

I've carefully considered what Mr O has said. And the new evidence he's provided, including the video and photograph.

I know this will disappoint Mr O, but while I acknowledge that he believes that BG broke the filter, I still don't consider that there's enough evidence to show how, or when, the filter was broken. I've also not seen evidence that BG ever said that the part had failed due to a mechanical fault. So it wouldn't be fair or reasonable for me to hold BG responsible for breaking the filter.

Regarding Mr O's points about whether BG alerted him to the removal without replacement of the filter, I consider I covered this in my provisional decision. But I note that the engineer's comments on the email sent to Mr O do show that the filter had been removed and that the boiler had been "*re-piped*". I acknowledge that Mr O didn't take this email to mean his filter hadn't been replaced.

Regarding Mr O's point about BG accepting they'd broken the filter. I covered this in my provisional decision. BG have confirmed they only accepted they should've noticed the leak. At no point did they accept they'd broken the filter.

Having reviewed all of the new information provided by Mr O, I remain of the view I set out in my provisional decision.

### **My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 31 March 2022.

Jo Occleshaw  
**Ombudsman**