

## The complaint

Mr P complains that British Gas Insurance Limited (BG) provided poor service under his HomeCare policy with them. He feels this led to the failure of his boiler. He'd like full compensation for the new boiler. And a full refund of his HomeCare premium for the year.

## What happened

Mr P held a HomeCare policy on a property he rented out. This provided him with boiler, controls and central heating cover including an annual service. It also covered repairs to plumbing, drains and home electrics. And provided gas safety checks and certification.

Mr P said that his tenants had reported problems with the hot water from the boiler since February 2021. But that despite several visits, BG hadn't fully resolved the problem. He said that in June 2021, BG had carried out a safety check on the boiler and had found no faults. He said his tenant had told him that the engineer had: *"just wiped a pipe and left"*.

Mr P said that on Saturday 7 August 2021, his tenants reported a more serious hot water issue. He said that although he'd been able to book a BG appointment for Sunday 8 August 2021, he'd decided to call another plumber who came within the hour. He said that the plumber found very serious issues with the boiler. And that they'd told him those issues would've been present for at least six months. He said they'd told him the boiler should never have passed the latest landlord gas safety check. This led Mr P to believe that the gas safety check hadn't been carried out properly.

Mr P said the plumber felt the boiler was in a dangerous state so immediately turned it off. He said the plumber told him that the boiler wasn't repairable. He said this led him to pay for the purchase and installation of a new boiler as soon as possible, which was the following day. Mr P said that the total cost for the work and the callout was £5,617.76.

Unhappy with the situation, Mr P complained to BG on 19 August 2021. They issued their final response on the complaint on 30 September 2021. They apologised for the level of service that Mr P had experienced. They said a senior technical manager had spoken to him. And had offered to refund the cost of the annual agreement. But that Mr P hadn't accepted this offer. They also said that their compensation payment for any missed appointments was £30 for each missed visit. They said they'd missed three appointments, so offered compensation of £90 for those. Mr P rejected that offer too. And brought his complaint to this service.

Mr P told this service that in order to resolve his complaint he wanted full compensation for the new boiler. And a refund of the annual premium, as he said that he'd received no value from the cover. He didn't feel that the compensation BG had offered was fair under the circumstances. He said his overall experience had been extremely frustrating.

BG told this service that their position hadn't changed from their final response. They said they didn't dispute that the level of service had fallen below the level that they aimed to achieve. But they didn't agree that it was necessary for Mr P's boiler to be replaced. They said that when they'd spoken to him, they'd told him that the corrosion to the main

framework of the boiler was due to the water leaks over the years, but didn't compromise the integrity of the boiler. BG also said that Mr P's plumber had said that the boiler was cracked and needed to be replaced. But that the part he'd said was cracked was readily available and could've been replaced, without the need for a new boiler. They said that Mr P had decided to replace his boiler even though it could've been repaired.

BG also told this service that page 10 of the policy's terms and conditions, which showed what was covered under "*Boiler and Controls*", stated that the policy only provided a replacement for a boiler if BG couldn'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 us under either a warranty or HomeCare product; or*
- *it caught fire or exploded, providing you gave us access to carry out your annual service within every period of agreement*

BG said that Mr P's boiler was around 16 years old when he replaced it. Therefore it didn't meet the criteria for boiler replacement. So they felt that they'd acted correctly when they told him they wouldn't compensate him for the replacement cost.

Our investigator didn't consider that the complaint should be upheld. He acknowledged that Mr P felt that BG hadn't maintained the boiler properly. But didn't find any evidence that that was the case. He felt that the compensation BG offered was fair, as Mr P wasn't covered for a replacement boiler given its age. Therefore he felt that BG had reasonably resolved the complaint. He said that if Mr P now wanted to accept BG's compensation offer - if it was still open - he should contact them directly.

Mr P didn't agree with our investigator. He made the following points:

- BG didn't attend an emergency appointment related to a serious boiler and gas safety issue on 7 August 2021. This forced him to engage an alternate plumber.
- That plumber verbally told him that the boiler was not repairable and was dangerous. He felt that the photos of the boiler that were taken evidenced that damage throughout the boiler is clear.
- The plumber he'd engaged felt that the risk issues with the boiler would've been present for at least six months. So the boiler shouldn't have passed the last landlord gas safety check. His tenants had told him that BG's engineer had "*just wiped a pipe and left*" when carrying out the latest gas safety check. So he didn't consider that the check had been properly carried out.
- He felt that the missed appointments had made the boiler issues worse. And that it was likely that they'd prevented proper and safe management of the issues. He felt that if BG had managed the situation properly in the middle of 2021, he could've avoided the cost of a replacement boiler. Or managed the timeframe and cost better. He said that as the boiler was written off on Saturday 7 August 2021 he'd had to pay more for the replacement on Sunday 8 August 2021.
- He said that BG had declined to visit through the weekend of 7 August 2021 to replace the boiler

As agreement couldn't be reached, the complaint has come to me for a final review.

## 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.

Having done so, I'm not going to uphold it. I know this will be disappointing to Mr P. I'll explain the reasons for my decision.

I'll cover the points Mr P has made below.

Mr P said that BG didn't attend an emergency appointment related to a serious boiler and gas safety issue on 7 August 2021. And that this forced him to engage alternate plumber.

Mr P had previously said that although he'd been able to book a BG appointment for Sunday 8 August 2021, he'd decided to call another plumber as they were almost immediately available.

I've looked at the policy's terms and conditions, and I can't see any reference to a requirement for BG to attend a property within any specific timescale. The section called: "*Reasonable timescales*" states:

*We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit.*

I've also seen no evidence that BG failed to attend a pre-booked appointment on 7 August 2021. While I appreciate it must've been frustrating for Mr P to not be able to book a same-day appointment on 7 August 2021, I consider it reasonable that he could book one for the following day. And I've found nowhere in the terms and conditions that states Mr P should've been entitled to a more immediate appointment. Therefore I can't uphold this part of the complaint.

Mr P said that his plumber verbally told him that the boiler wasn't repairable and was dangerous. He's shared photos with this service of the damage. The plumber's report stated the following:

*"Attended property due to leak coming from boiler. Investigated to find multiple leaks within the boiler which has corroded the boiler casing. Found burner heat pads had cracked deeming the boiler 'at risk'. With the customers permission I isolated the gas and electrical supplies and filled in warning notice. Further works required".*

The report noted that the plumber recommended that the boiler be replaced. And provided a quote for the work he'd suggested. But I've seen no evidence that BG ever indicated that the boiler needed to be replaced. They never said that the boiler couldn't be repaired or should be written off. BG didn't get the opportunity to assess whether the boiler could be repaired.

While I agree the photos show damage, they don't indicate how the damage occurred. So I've not been able to draw any conclusions from the photos.

BG have explained why they don't agree that Mr P needed a new boiler. They said that the corrosion to the main framework of the boiler that the plumber reported didn't compromise its integrity. And they said that although Mr P's plumber had said that the boiler was cracked and needed to be replaced, the part that was cracked was readily available and could've been replaced. They said that Mr P had decided to replace his boiler even though it could've been repaired.

Under the terms of the policy, Mr P's boiler, at around 16 years old, was too old to benefit from any sort of contribution towards a replacement. Therefore, regardless of when Mr P decided to replace the boiler, the policy wouldn't provide any cover. Therefore I don't uphold this part of the complaint.

Mr P said that the plumber he'd engaged felt that the risk issues with the boiler would've been present for at least six months. So the boiler shouldn't have passed the last landlord gas safety check. And he didn't consider that the check had been properly carried out.

The policy's terms and conditions explain what's included in a gas safety check. It states:

- *An inspection of your gas meter, gas pipework and any gas appliance(s) on your statement*
- *A Gas Safety Certificate for your gas meter, gas pipework and any gas appliance(s) on your statement, which we'll post or email to you and your tenant if you prefer. If any part fails the safety inspection, we'll include all the details on the Gas Safety Certificate*

I've carefully considered Mr P's concerns. But there's no documentary evidence that BG didn't carry out the gas safety check effectively. And there's no documentary evidence that the issues in Mr P's boiler were present, and should've been identified by the BG engineer, at the time of the gas safety check.

While I understand why Mr P considers that BG is responsible for at least some of the boiler damage – he said his tenants said the gas safety check was cursory, and his plumber told him he felt the boiler's problems had been around since before the gas safety check, without documentary evidence showing that BG didn't do what they were supposed to do, I can't reasonably say that BG failed to carry out the June 2021 gas safety check properly. And I can't reasonably say that the issues Mr P's plumber identified had been there for six months.

Mr P felt that the appointments he said BG had missed, had made the boiler issues worse, and prevented them from being appropriately managed. He felt he could've either avoided the cost of a replacement boiler, or managed the timeframe and cost better, if BG had provided a better service. He said that as the boiler was written off on Saturday 7 August 2021 he'd had to pay more for the replacement on Sunday 8 August 2021.

BG offered compensation of £30 for each of the appointments they missed. This is in line with their terms and conditions. I've no evidence that missed appointments led to further damage to the boiler. Missed appointments can be re-booked and any work that's required can be carried out then.

I understand why Mr P is frustrated that he had to pay more for the replacement boiler as the work was carried out on a Sunday. But I can't fairly hold BG responsible for that. Given how old Mr P's boiler was, there was no cover towards a replacement under the policy. And BG have explained why the boiler didn't actually need to be replaced. As I'm satisfied it was Mr P's decision to replace the boiler when he did, I can't fairly hold BG responsible for any additional costs he incurred for making that decision during the weekend. So I can't uphold this part of the complaint.

Mr P said that BG declined to come out to the property through the weekend of 7 August 2021 to replace the boiler.

I can't uphold this part of the complaint. As I've stated earlier, there was no cover for a replacement boiler under the policy, given the age of Mr P's boiler. So BG were under no

obligation to replace his boiler. And I've no evidence that BG declined to attend the property over the weekend in question. Mr P himself has confirmed that he'd been able to book a BG appointment for Sunday 8 August 2021, but had decided to arrange a quicker alternative.

In summary, BG have acknowledged that their service could've been better. They've offered a refund of the premium and compensation for each missed appointment. I consider that their offer was fair and in line with their policy terms and conditions. Therefore I don't require them to do any more. And I don't uphold the complaint. Mr P has rejected BG's offer. But if he would now like to accept it - if it's still open, he should contact them directly.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 24 August 2022.

Jo Occleshaw  
**Ombudsman**