

## **The complaint**

Mr R complains about the level of service received from British Gas Insurance Limited under his homecare insurance policy.

## **What happened**

The background to the complaint is known to all parties so I won't repeat it here. In my decision I'll mainly focus on giving the reasons for reaching the outcome I have.

In summary, Mr R says British Gas failed to maintain his boiler system properly and provided conflicting information about the cause of faults. He says he had to replace the boiler at his own expense, lost out on rent, and thinks British Gas should cover this.

British Gas say their engineers attended to assess the boiler system over the years, repaired faults, and advised on uninsured remedial works when required. They say the boiler failed due to sludge which Mr R was previously advised of.

They didn't agree to cover Mr R's boiler replacement costs or his loss of rent. They did, however, pay Mr R £200 as a manager thought engineers could have identified and resolved a leak sooner, but this delay didn't cause the boiler to fail which led to the advice given to replace it.

Mr R wasn't happy and approached our service.

Our investigator didn't recommend it be upheld. He said British Gas were responsible for attending and diagnosing faults, and the claim notes suggested they did. He wasn't persuaded British Gas were responsible for Mr R later replacing the boiler or covering his loss of rent.

Mr R didn't agree. He asked why British Gas continued to cover him despite knowing the boiler system had faults. He also said their remedial repair quotes were unfairly high and he received conflicting information over the cause of the issues during a period of roughly six months. As he didn't agree, the case was passed 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 R has made many points in relation to this matter, I haven't addressed each and every one. We're an informal service and so focus on what we consider to be pertinent points.

### *Whether the policy entitled Mr R to a replacement boiler*

Mr R thinks British Gas should cover his boiler replacement costs. The claim notes suggest the boiler failed due to sludge when it was recommended that Mr R replace the boiler due to cost and its age.

My starting point here is the policy. This says British Gas will replace a boiler if they cannot repair it. But this term also includes specific conditions. Looking at Mr R's circumstances, the claim notes suggest his boiler system was installed in 1999. So, I don't think Mr R meets the conditions for a new boiler replacement under the policy.

### *Whether British Gas's actions resulted in Mr R having to replace the boiler*

Mr R claims British Gas failed to maintain his boiler and provided conflicting information, which led to him needing to replace it. It's important I explain that, for me to be satisfied British Gas should cover these boiler replacement costs, I'd need to see conclusive supporting evidence that demonstrates they were responsible for it failing and requiring replacement, due to their actions or inaction.

I've looked at the engineer job notes – which were completed following visits to Mr R's property – to start with. These show from 2017 issues of sludge in the system and blockages were found which were cleaned, and a powerflush was said to have been carried out by Mr R privately. A filter change was also recommended but this wasn't completed as far as I can see.

Cleaning sludge and blockages were suggested to have been carried out in 2019 and in 2020, when further sludge damage was said to have caused the boiler to fail, and Mr R was advised to replace the boiler due to costs and its age.

British Gas's responsibility under the contract of insurance was to diagnose faults, carry out insurance-related repairs, and advise Mr R of further uninsured remedial works when required. I think it's reasonable to say the engineer job history demonstrates they fulfilled this responsibility. Mr R complained about the various advice given to him regarding repairs that could be carried out – so I think it's fair to assume, based on the complaint file, he was made aware of both insurance-related repairs, and uninsured remedial works stated within these engineer job sheets.

Mr R also says he received conflicting information – namely between July 2020 and February 2021. He says he was told the issue with the boiler was due to several things, such as sludge, a leak, the need of another powerflush and replacement radiators.

I've kept in mind, however, the advices given previously regarding sludge and blockages in the system, and other issues identified over the years. I don't think several issues being reported on a boiler system installed in 1999 necessarily means engineers were incorrect with their diagnosis – their role is to diagnose issues found during visits and provide their professional opinion on the appropriate repairs required. So, even though Mr R was provided with several reasons as to why the boiler was faulty, I don't think this demonstrates British Gas should pay to replace it after it failed later.

Overall, in the absence of conclusive evidence that shows British Gas were responsible for Mr R having to replace his boiler, I won't be requiring them to cover these costs.

### *British Gas continuing to cover Mr R and the cost of the remedial works quoted for*

Mr R also says British Gas continued to cover him despite being aware of faults. But I've seen cover was included for the boiler and controls, the central heating, and the plumbing and drainage. Even though sludge and blockages were reported as early as 2017, visits and repairs were still carried out under the policy after this which British Gas were responsible for.

He also says the uninsured remedial works British Gas quoted for were too high and unfair. Although British Gas quoted for these works, ultimately it was for Mr R to consider these and employ his own contractors if he thought they were offering a more competitive rate. And in any event, these quotes were for works not covered by the policy, so I won't comment further on this aspect.

### *Service issues*

There were service issues. British Gas say they could have identified and resolved a leak sooner than they did. This led to further visits which I've no doubt would have added to Mr R's frustration and disruption.

British Gas say the delay in identifying and resolving the leak had no bearing on the boiler later failing – which led to Mr R being advised to replace it. I've seen no supporting evidence that undermines this comment. They paid Mr R £200 compensation for the inconvenience and disruption this caused which I think is reasonable.

### *Summary*

Overall, I haven't been persuaded British Gas failed to maintain Mr R's boiler which resulted in him needing to replace it. Mr R says he couldn't rent out the property whilst the boiler was being replaced, but because I don't think British Gas were responsible for it needing to be replaced, I won't be requiring them to cover Mr R's loss of rent.

I've also considered the service issues set out above, and I'm satisfied £200 compensation is fair, reasonable, and proportionate here. So, I won't be requiring British Gas to take any action in respect of the complaint.

I appreciate my decision will come as a disappointment to Mr R. But my decision ends what we – in attempting to resolve his dispute with British Gas – can do for him.

### **My final decision**

For the reasons given above, my final decision is I don't uphold it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 14 November 2022.

Liam Hickey  
**Ombudsman**