

The complaint

Mr G complains that British Gas Insurance Limited (BG) broke his heating system when it worked on his boiler, and then refused to refund the costs of the repairs.

What happened

Mr G had boiler cover with BG for his rental property. The policy provided cover for the boiler and controls, an annual boiler service, and a gas safety certificate.

He claimed under the policy after experiencing problems with the water pressure for his heating system. BG visited Mr G's property and concluded that the boiler was irreparably damaged. It advised Mr G to instal a new boiler.

However, Mr G experienced further water pressure problems after the boiler was installed. Because BG couldn't provide an appointment soon enough, Mr G arranged for a third-party engineer to check the heating system and pipes. BG said it would refund the costs of the engineer and repairs.

Mr G had his pipework replaced, fixing the problem with the water pressure and costing £9,000. But BG refused to settle the invoice, explaining it was chargeable work not covered under the policy. Mr G complained because BG had clearly told him it would cover the cost, and he believed BG had caused the pipes to leak by overfilling the system with water.

BG looked into Mr G's complaint, but it didn't agree it had caused any damage. It accepted that it had not explained properly what charges it would refund to Mr G, and in light of that it offered him £470 which is what it would've cost BG for the leak detection. Mr G declined BG's offer and brought his complaint to this service. He said it was responsible for the full cost of his replacement boiler and new pipework.

Our investigator didn't uphold Mr G's complaint. He said BG was only responsible for the boiler cover, and there was no evidence it had done anything to cause damage to the heating system. Our investigator acknowledged that BG made a mistake by telling Mr G it would refund the costs for his heating system work, but he thought its offer of £470 as a gesture of goodwill was fair and reasonable in the circumstances.

Mr G didn't agree. He said BG broke his boiler and pipes so it should pay for the full cost of repairs and the new boiler. Mr G said the matter had nothing to do with what was covered under his insurance policy because BG caused the problems.

The complaint was passed to me to decide.

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've decided not to uphold Mr G's complaint. I'll explain.

My role here is to decide whether BG did what it should've done when Mr G first reported a problem with the water pressure. Then, I'd need to consider whether BG caused the further problems Mr G experienced.

Boiler

BG inspected Mr G's boiler and diagnosed the pressure problem was likely a fault with the expansion vessel. However, it explained that to get to the vessel, BG would've needed to remove the boiler and in doing so a part needed to fix it would've needed replacing. That part was obsolete, so BG recommended that the best course of action would be to replace the boiler.

Mr G said there was nothing wrong with the boiler

I've looked at the engineer's records of checks carried out, and the job sheet left for Mr G on the day. The records show BG carried out tests to determine the boiler fault, and both sets of evidence are consistent in the recommendations for a fix. In the absence of contradictory evidence, I see no reason to doubt the accuracy of the reports. Therefore, I can't say BG was wrong to recommend a new boiler.

Leak detection

Mr G had a new boiler installed, but he continued to experience problems. The evidence indicates he asked BG to complete a one-off job to identify the source of the problem, but he didn't think the appointment offered was soon enough. Mr G used a private engineer and BG said it would cover the cost.

However, BG said it wouldn't cover the cost of repairs Mr G went ahead with. BG confirmed it was wrong to say it would cover the costs but, even so, it was unreasonable for Mr G to have new pipes and an overall upgrade to the heating system, while expecting BG to pay for it.

I've thought carefully about this issue and I'm persuaded by BG's comments. That's because Mr G's policy doesn't provide cover for the work he had done, so it would be unreasonable to think BG intended to cover the cost of an upgraded system. While BG made a mistake in saying it would cover the cost of an engineer completing the leak detection, it offered to pay £470 which is what it would've cost using its own engineers.

I wouldn't expect BG to pay for the work just because it made a mistake, so I think its offer to pay £470 was fair, and generous in the circumstances. I won't be asking BG to pay any more. For clarity, BG confirmed the offer is still available to Mr G should he wish to accept it.

Cause of leak

Mr G said BG caused the leak which is why he thinks it should pay for all of the subsequent work. In other words, if BG hadn't broken his boiler and caused the leaking pipes, he wouldn't have incurred the costs he did.

I understand the logic Mr G applied here, but I don't agree. There's no evidence to show that BG caused the leaks, or that it did anything wrong in respect of the boiler replacement. The evidence confirms that the boiler would simply have been swapped out, and no additional checks would've been carried out on the pipes. I've looked at the record of the work carried out and I haven't seen anything to suggest BG did something when replacing the boiler that

would've caused such significant pressure that the pipes would break. I see no reason to ask BG to do any more here.

Policy

I understand why Mr G thinks BG should pay his costs for the new boiler and pipework, regardless of what is set out in the policy. He says BG broke his boiler and caused the leaks, so he doesn't see why he should be held to the terms of cover. If I'd found that BG did something wrong, then I'd have likely agreed with Mr G and considered BG liable for at least some of the costs. But I haven't found any wrongdoing on BG's part that would warrant anything more than its existing offer to pay for the leak detection based on its own rates.

Overall, in an unfortunate set of circumstances, Mr G found himself paying for a heating system upgrade, including a new boiler. But the evidence available to me doesn't show that BG was responsible for any repair costs under the policy, or that it caused further problems which caused Mr G to incur costs. Therefore, I won't be asking BG to do any more here.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 5 January 2023.

Debra Vaughan
Ombudsman