

The complaint

Mr C is unhappy with British Gas Insurance Limited's handling of a leak and boiler claim under his HomeCare policy.

What happened

Mr C's boiler suffered a leak. Mr C said BG had caused the leak when it had done previous work on the boiler and that BG accepted this was the case. He also said the leak had been going on for years and BG should have spotted it when it last serviced the boiler 14 months before. The boiler had rusted due to the leak, had to be condemned, and a new boiler installed. BG agreed to pay for a new boiler, along with £100 compensation, but it didn't agree to pay the installation costs.

Mr C said BG should also pay for the installation costs. He said because of this situation BG had left the safety of him and his family at risk. He said BG should also pay compensation for the distress and inconvenience caused. As BG didn't agree to these extra costs Mr C brought his complaint to this service.

Our investigator didn't uphold the complaint. She didn't find any evidence that BG had been to blame for the boiler being condemned or for the leak. She agreed that the £100 paid by BG as compensation for it assuming Mr C had got a third party to install a filter was fair. Mr C didn't accept this and asked for his complaint to be passed to an ombudsman for a final 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.

I'd like to confirm and reassure all parties that I have read all of the information provided. So, even if I haven't referred to it here all the details have been reviewed and considered. But I've focused on what I think are the key areas of this complaint.

Mr C said that BG accepted it had caused the damage and referred to particular emails which he said proved this. But I've not found any detail in the emails where BG accepted responsibility. So, that isn't how I've read the emails. I don't read or see anything in the emails that tells me BG accepted it had fitted the filter. Also, I don't see any detail that suggests that the leak was long term or should have been noticed in the service carried out 14 months before the leak was uncovered. I can see that BG said a filter or a Powerflush was suggested. BG said that the records from its engineer at the time of this visit showed that Mr C declined the quotation for this work. It said this work would be considered an upgrade and so wasn't automatically covered by the policy. So, BG didn't fit a filter. I've not seen any evidence to suggest otherwise. I note Mr C has said *"an experts' opinion has not been gathered"*. I've seen what BG has relied upon and I've seen what Mr C has relied upon. I've not seen any other expert evidence to outweigh the evidence provided by BG.

In terms of the type of filter fitted to the boiler BG has confirmed this isn't a filter it would use in any event. Without any details to contradict this I don't find that BG has acted unfairly or unreasonably.

BG said that rust can develop relatively quickly and there's no evidence to show that any of the damage or the leak was occurring when the boiler had been last serviced. It said it could've happened at any point in the intervening period, and there was plenty of time between the visits for damage to have been caused. Mr C said the damage hadn't been going on for 13 months he said it was years. But aside from the photos which show the damage at the point the leak was uncovered and the annual service records from BG there's nothing to confirm exactly when the leak and rust started to occur. BG's record said it had last attended the property on 15 January 2021, the annual service had been completed and the condensate tightened. BG said this is located at the bottom of the boiler. It confirmed there wasn't any report of any rust.

I take on board Mr C's point that he put his trust in BG to look after any issues with the boiler. But it would be a big step to then go on to suggest the damage had been going on for years and BG had been ignoring it despite carrying out an annual service. I don't think there's evidence to show the damage was there at the time of the previous service.

Mr C said that as BG was willing to pay for the boiler this showed that it must have done something wrong. BG said that based on the evidence it appeared the boiler was probably older than seven years. But it did accept that the records weren't clear and there wasn't any documentation to support or deny this. So, BG felt it was likely the boiler was outside the usual period where it would pay for replacement. But decided in this case to offer as a fair and reasonable goodwill gesture to pay the costs for the new boiler but not for the installation. In the circumstances I think that's fair and reasonable.

In terms of total payments BG confirmed it was willing to pay £1,149 for the new boiler, £102.50 for the policy cover back to the last renewal date, and a further £100 compensation for wrongly suggesting Mr C had a third party fit a filter. This gives a total payment of £1301.50. I think that's fair and reasonable based on the evidence and details I've seen.

Mr C has referred to certain legal points and potential legal proceedings as his complaint has come towards the end of the investigation by this service. I see our investigator responded to those points. But to be clear Mr C is perfectly entitled to decline to accept the final decision of this service and can then choose to take BG to court if he so wishes.

My final decision

I don't uphold this complaint.

I make no award against 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 2 February 2023.

John Quinlan
Ombudsman