

## **The complaint**

Mr K complains that British Gas Insurance Limited failed to identify a leak from his boiler when dealing with a claim under his HomeCare insurance policy.

## **What happened**

The background of this complaint is well known to both parties but, for completeness, I'll set out the timeline of events below.

- In March 2021, Mr K contacted British Gas under his HomeCare policy because his boiler was unusually noisy. An engineer was sent out who changed the expansion vessel and a valve as they were faulty.
- In May 2021, Mr K reported a loss of pressure. An engineer was sent out again and issues were identified with the pressure release valve and the expansion. Nine days later, the engineer returned to replace these parts and further testing satisfied the engineer that the issues were resolved.
- In July 2021, Mr K reported that the pressure was still dropping. An engineer attended and was unable to find any leaks so a visit from a specialist was arranged.
- The specialist attended 14 days later and carried out leak detection using thermal cameras. A dripping valve was located on the hall radiator which was replaced, and damp patches were noted on and beneath the boiler which they said Mr K should monitor.
- In September 2021, Mr K reported a loss of heating and hot water. An engineer attended and topped up the vessel which resolved the issue.
- In February 2022, Mr K was scheduled for his annual boiler service but had to cancel due to ill health.
- In April 2022, Mr K reported a loss of heating and hot water, a leak and loss of pressure. An engineer attended and found a leak from the diverter valve. He tried to replace it but was unable to do so due to how badly it had corroded. He deemed the appliance to be "potentially beyond repair".

Mr K believes the leak from the diverter valve has been the underlying problem all along. He complains that British Gas were negligent in failing to identify it which has led to his boiler being beyond repair. And as his policy doesn't cover a replacement, he's left having to fund a new boiler himself.

British Gas didn't uphold the complaint. It says all steps were taken by its engineers during each visit to fully investigate and resolve the issues highlighted at the time. And that Mr K didn't make contact for a period of seven months to advise that the problem persisted.

As Mr K remained unhappy, he brought his complaint to our service. But our Investigator didn't uphold it as he didn't think there was satisfactory evidence that British Gas had been negligent.

Mr K didn't agree and raised the following points:

- He questions how a boiler part can corrode to that degree in a period of seven months.
- Although the engineer's replaced / fixed some parts, they weren't confident that these were the cause of the loss of pressure and seemed to just be trying things to see if it resolved the issue.
- The engineers didn't always examine the boiler and take the front cover off.
- He questions why British Gas, or the specialists, didn't investigate the damp patches further.
- During the visit in September 2021, he was told that topping up the vessel was a temporary fix and that someone would come out to inspect the boiler again. But no one ever came out. It's unfair to penalise him for this as the onus should be on British Gas to arrange this visit.
- After raising his complaint, he spoke to an advisor on the phone who accepted that they may have missed the leak and offered to pay back some of the premiums. He asked for this to be put in writing but didn't receive anything until the final response letter was received which rejected his complaint.

As our Investigator has been unable to resolve things, the complaint has been passed to me 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.

From the information provided, I can see that British Gas arranged for an engineer to attend Mr K's property every time he made contact and reported a problem. On the third call out, in July 2021, it was clear the issues were ongoing. At this point, British Gas arranged for a specialist to attend the property, which I think was the correct approach to take.

I've been provided with a copy of the report and photographs from this visit. The report says:

*"Heating system depressurising every 5 days, used thermal camera to investigate possible leak on heating systems unable to find any spots on floor which would mean lifting. Found 1 dripping valve on hall radiator. Replaced radiator valve added leak sealer and circulated heating system no drop on whole visit damp patches noted on living room walls, from neighbour's bathroom advised customer to investigate. Left system running and in working order. Also noted patches on and beneath boiler which had signs of water damage, customer to monitor."*

As there had been two prior visits to Mr K's property where repairs were made, I think it was reasonable for the specialists to ask him to monitor the patches around the boiler. I say this

because there was nothing to suggest these were from an existing leak, rather than from a previous issue that had already been resolved.

I haven't seen anything to suggest that Mr K reported any developments or further patches on or beneath the boiler following this inspection. As he was asked to monitor the situation, I'm satisfied it was for him to let British Gas know of any changes that would indicate the patches were from an ongoing leak.

Mr K tells us that in September 2021, the implemented fix was only temporary and that a further visit would be arranged. This isn't reflected in British Gas' notes which indicate that the problem was resolved. I haven't seen anything to suggest that Mr K chased up this visit and no further contact was made from him until April 2022.

I'm not a boiler expert and nor am I expected to be. So, to decide whether British Gas has been negligent I have to rely on the evidence presented.

I appreciate Mr K feels very strongly that British Gas has been negligent in failing to identify a leak to his boiler. But Mr K hasn't provided us with any expert report / opinion to support his assertions. He doesn't believe the diverter valve could've failed and corroded within a seven-month period but I can't say whether or not this is possible.

British Gas' notes show me that three different engineers attended Mr K's property during the timeline above as well as a specialist from an independent company. None of these experts identified a problem with the diverter valve prior to April 2022. And without evidence to show me that, on the balance of probabilities, it was leaking during these visits that took place between March 2021 and September 2021 I can't fairly say that British Gas failed to identify it.

I've thought about Mr K's comments that the engineers weren't confident they'd identified the underlying problem with the boiler, and they were carrying out different repairs to see if they could resolve the problem. If this was the case, I think it was even more important for Mr K to monitor the boiler and let British Gas know if the problems persisted. But Mr K didn't make contact for seven months and during that time he cancelled his annual boiler service.

Based on everything I've seen, I'm not persuaded that British Gas has acted negligently in the handling of Mr K's claim.

And finally, I understand Mr K says British Gas offered him a refund of premiums in a call about his complaint. British Gas say it no longer has the recording, but it has provided us with the notes made by the advisor at the time. Unfortunately, this makes no mention of any offer made.

Whilst I don't disbelieve Mr K's recollection of this call, I think that on balance, a settlement offer would have been something recorded on the call note. But even if Mr K was told this, I'm not persuaded it had an impact to the extent that compensation should be awarded as British Gas went on to consider the complaint in full and determined that there was no negligence on its engineer's part. As I agree with that outcome, I can't fairly award any redress here.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 29 March 2023.

Sheryl Sibley  
**Ombudsman**