

## **The complaint**

Mrs B has complained about the way a claim she made under her Homecare Boiler, controls and heating cover agreement was handled by British Gas Insurance Limited (BGIL).

Mrs B is being represented by Mr B in her complaint.

## **What happened**

In November 2023 Mrs B contacted BGIL as some of the radiators in their home were not working properly. Over a series of visits by engineers appointed by BGIL, the issues were eventually resolved. However, Mr B believes that some of the problems were caused by the second engineer as there was leak shortly after they left. Mr B says they had intermittent heating and hot water over a period of five weeks. Mr B believes they purchased a product to power flush the heating system which they wouldn't have had to purchase, but for poor workmanship by BGIL's engineers.

BGIL didn't uphold the complaint. It agreed that the leak which occurred shortly after the second engineer's visit wasn't a coincidence, but it didn't agree it was due to poor workmanship. In summary BGIL said there was a build up of sludge and scale in the heating system which had been disturbed by the works which caused the leak, and which was repaired.

Mr B remained unhappy and asked us to look at their complaint.

Our Investigator thought BGIL had acted reasonably. Mr B doesn't agree and wants an ombudsman to decide. He believes an engineer caused an issue which resulted in them having to purchase a product. Mr B believes BGIL may provide incentives for engineers to sell this product outside of their cover. He's disappointed that – as the Investigator explained – this is something this service cannot investigate.

As Mr B doesn't agree, the case has been 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.

As our Investigator explained, our role is to assess whether BGIL acted reasonably and in line with the agreement when considering the claim. The background has been set out in detail by both parties and the Investigator – and so I don't intend to repeat it here. The crux of the complaint is whether an engineer appointed by BGIL caused further issues – and whether this led to the requirement for Mr and Mrs B to purchase a product they believe the engineers receive an incentive to promote.

A number of parts were ordered and fitted to eventually fix the issues with the heating system. Having reviewed the information provided by both parties, I'm unable to safely conclude that BGIL acted unreasonably. And I'm unable to find that BGIL's handling of the claim was the reason why Mr and Mrs B were unfortunately left for periods without hot water and heating.

It seems that on purchasing the product in question in relation to assist clearing sludge and scale, the issues were finally resolved. BGIL's policy specifically excludes cover for the costs

of this product. And so I cannot ask BGIL to reimburse Mr and Mrs B for this. Nor – as the Investigator explained – can I look at BGIL's commercial policy for their business practice and/or incentives. This is outside the remit of this service.

I understand Mr and Mrs B will be very disappointed with my decision. But from what I've seen, I think BGIL acted reasonably and in line with the policy. So I'm not asking it to do any more.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 6 December 2024.

Geraldine Newbold  
**Ombudsman**