

The complaint

Mr and Mrs C's complaint arises out of their home emergency insurance policy with British Gas Insurance Limited. Mr C has been the main correspondent on the file, so I will refer to him throughout the decision.

What happened

Mr C contacted British Gas in November 2023, as his boiler had failed. Mr C says the pressure had dropped and he topped it up and it worked again for a short while and then failed again.

British Gas sent an engineer out to look at the boiler. The engineer recharged the expansion vessel as he said it was flat. He also said the boiler was full of sludge and the pump was faulty. The engineer told Mr C that the pump is now obsolete, so a new boiler would be needed and referred Mr C to a sales team. Mr C agreed to the installation of a new boiler which could not be done until 6 December 2023. In the meantime, Mr C continued to use the boiler and central heating by periodically topping up the pressure. The day before the installation date, Mr C found that there was a leak from one of the radiators in the house. He contacted British Gas and it replaced the radiator and the new boiler was installed.

However, Mr C is very unhappy with the service provided by British Gas and complained. He says the failure of the boiler was due to the leaking radiator, which should have been discovered by British Gas when it attended the call out visit. Because it didn't investigate the cause of the boiler failure properly, Mr C says he had his boiler replaced which was unnecessary and his carpet was ruined. Mr C therefore says he incurred a cost of £4,000 for the cost of the new boiler unnecessarily and is out of pocket by a further £500 because of the damage to the carpet (he made a claim under his home insurance for this but had to pay an excess under that policy and also had to pay towards the cost of the carpet).

British Gas says Mr C was clearly unhappy with the diagnosis made of his boiler in November 2023 but chose to continue to top up the water pressure on the boiler despite being concerned that there might be a leak. British Gas says Mr C could have arranged for another engineer to attend and also could have cancelled the boiler installation when he found the leaking radiator but he did not do so. British Gas also says it has been advising Mr and Mrs C that the boiler was on a reduced parts list since 2015. However, having said all that, British Gas accepted that it had let Mr and Mrs C down and should have carried out further checks during the visit on 9 November 2023. It offered Mr and Mrs C £500 compensation for this (increased from a previous offer of £100).

Mr C remained unhappy with British Gas's response, so referred his complaint to us. Mr C has made a number of points in support of his complaint. I have considered everything he has said but have summarised his main points below:

- The engineer that had serviced the boiler only a few weeks before the breakdown said parts were available for the boiler. And several engineers since have said the pumps are obtainable.
- They have not been advised that their boiler was on a reduced parts list.
- The boiler failure was due to a leaking radiator, which caused the water pressure to drop shutting off the boiler and not sludge or a problem with the pump.
- The engineer that attended was not really interested in finding the reason for the boiler failure. The engineer was only interested in arranging a new boiler.
- The engineer stuck his screwdriver into the pump – he could hear the screwdriver touching the impellor - and stated the pump was dead but this was not the case, as it worked when he topped up the pressure. If the pump was not working, there would have been no heat.
- He was told it would be safe to continue using the boiler by topping it up while waiting for the new boiler to be fitted.
- After he isolated the leaking radiator, the boiler worked without needing to be topped up.
- British Gas said it had checked all the radiators which was a lie, otherwise it would have found the leak. In any case, they did not go into any other room in the house while there,
- He made a claim on his house insurance for a new carpet but he had to pay a top up for a like-for-like carpet and the excess, so is out of pocket by £600.
- He paid £4,000 for the new boiler, which was not required. British Gas replaced the radiator and the engineers that did this told them the engineer that had attended the breakdown call was “*always getting it wrong*”. It all feels like a scam.

Mr C says the remaining radiators in the house are likely to need replacing soon, as the leak was caused by corrosion over time. He estimates this would cost around £1,500 plus labour and says it makes sense for British Gas to replace them now rather than when they inevitably fail in the future and potentially cause other damage. Mr C therefore asks that this be done by way of compensation for the errors made by British Gas.

One of our Investigators looked into the matter. He said Mr and Mrs C could have cancelled the installation of the boiler after he found the radiator leak and while British Gas should have found the leak on the radiator, the compensation already offered was fair and reasonable.

Mr C did not accept the Investigator's assessment. Mr C found the leak on the radiator the day before the boiler was to be installed. He felt compelled to let it go ahead, as they had signed the contracts weeks before. Mr C has also recently said British Gas has had to replace another radiator which failed, so he now requests the remaining six be replaced. Mr C also says he'd forgo the compensation offered, if British Gas would replace the remaining radiators.

As the Investigator was unable to resolve the complaint, it was passed to me.

I issued a provisional decision on the matter earlier this month. I have copied my main findings below:

“Mr C has been clear throughout that he was told the boiler had failed due to the problem with the pump and that a new boiler was needed because the pump could not be replaced. He says he does not recall being given any paperwork by the engineer on 9 November 2023.

This does not align with British Gas's records, which state the boiler was losing pressure because of a problem with the expansion vessel. British Gas says this was resolved but the engineer advised Mr C should replace the boiler due to its age. British Gas's log of the visit on 9 November 2023 says:

"Recharged vessel due to flat. Boiler 17yrs +. Awaiting call from bg regarding new boiler".

I also note there is a record on British Gas's file that says the expansion vessel needed recharging *"because the pressure relief valve was leaking water to the outside causing pressure loss"*. This information was provided from the engineer at end February 2024 and is not on the contemporaneous visit log provided. The engineer also said he'd checked all the radiators for signs of any water leak.

I understand that a flat expansion vessel may affect the pressure in the central heating system. So I think that seems like a reasonable action to take. However, British Gas's notes and response to the complaint are somewhat contradictory. British Gas says the engineer also found a problem with the pump but there is no note that the pump was not working or was faulty on the visit log. And I note British Gas's final response letter says the engineer confirmed *"the pump pressure as fine"*.

Again, this is not on any contemporaneous record that I have seen but would indicate there was no problem with the pump. British Gas says the new boiler was recommended correctly due to age and efficiency of the boiler and because some parts are now obsolete.

I have considered the list of parts provided by British Gas, which shows the pump is still available but four other parts for Mr C's boiler are obsolete and some are only available on a special order.

I have no reason to doubt Mr C's understanding of the advice he was given. As stated, he has been consistent throughout that he was told the pump needed to be replaced but it was not available, so the boiler would need to be replaced. However, there is no documentary evidence that the new boiler was recommended because the pump had failed and could not be replaced.

Mr C agreed to go ahead with the new boiler and, despite what he has said about his misgivings about the engineer's advice, did not query anything with British Gas in the time between the installation and the appointment on 9 November 2023. Mr C says he feels he was pushed into paying for the new boiler and that it is a scam. However, there is no convincing evidence to support this.

As stated the evidence is somewhat contradictory, so it is difficult for me to be certain about what happened and what was said at the time. However, having considered everything carefully, I cannot reasonably conclude that the recommendation that Mr C replace the boiler was unreasonable.

Mr C says the loss of pressure in the boiler was because of the leak they found on the radiator. As stated above, I am satisfied that the evidence is that there was also a problem with the expansion vessel. But British Gas accepts that its engineer did not check all the radiators in the property and should have done so. It does seem likely that the leak from the radiator was also contributing to the loss of pressure on the boiler. I agree that this should have been found during the visit in November 2023. I therefore have to consider what impact this error has had on Mr and Mrs C's position and what would have happened if the engineer had found this.

The failure to check the radiator meant there was a delay in finding the water damage to the carpet and stopping it. It is impossible to know how long the leak was going on for before it was enough to cause the boiler to fail and there would have been some damage already before British Gas attended. But it seems to me that left to continue leaking for several weeks would have caused significantly more damage.

I cannot be certain whether the carpet would have needed to be replaced even if the leak was found on 9 November 2023, but overall, I think it is fair and reasonable that British Gas pay a contribution towards the cost of replacing the carpet, plus interest at our usual rate, in addition to the compensation it has already offered.

British Gas has said it was not given the opportunity to inspect the carpet but I don't think this has caused it any prejudice. I say this because it has confirmed the radiator was leaking, Mr C has provided photos of the part of the carpet he had to remove; and his home insurer was apparently satisfied there had been water damage that necessitated its replacement.

Mr C has said he had to pay £600 towards the cost of the carpet. I have not seen any documentary evidence to support this but there would have been a policy excess, so Mr C would have had to pay towards it even if the claim was covered under his home insurance.

This is not an exact science but, having considered everything, I think it reasonable that British Gas pay £300 towards the carpet and the £500 already offered for the trouble caused."

Responses to my provisional decision

British Gas does not accept my provisional decision.

It says its engineer repaired the boiler by charging the flat expansion vessel, which is a normal repair if there is loss of pressure in the heating system and the expansion vessel is flat. He advised Mr C to replace the boiler, due to its age and some parts becoming obsolete. British Gas says again it had been advising this since 2015.

There is no evidence to support Mr C's assertion that he asked the engineer if topping up the boiler and resetting it was safe. Mr C was clearly concerned about loss of pressure in the time from the repair visit and the appointment to replace the boiler but failed to contact it to arrange for another engineer to attend. In the circumstances British Gas therefore considers the compensation already offered of £500 to be fair and reasonable and asks me to reconsider my provisional award.

Mr C has also responded to my provisional decision. He has made a number of points in response. Again, I have considered everything he has said but have summarised his main points below:

- British Gas says the engineer recharged the expansion vessel as it was flat, which implies that it was empty, however the recharge was minor, as the boiler pressure gauge was showing just below 1 bar pressure.
- It was the leaking radiator that was causing the issue with the boiler, not the expansion vessel.
- There was no sludge in the system, as the previous annual service engineer had checked for sludge and the water was crystal clear.

- The referral to the sales team was too slick and seemed well-practised. He questions what percentage of this engineer's visits to customers result in the sale of a new boiler sale and whether they are on commission.
- After he found the leaking radiator, he closed off both the valves and opened the bleed valve. From this point on, the boiler pressure remained constant until the boiler was replaced.
- If he could find the system fault (radiator leak), then surely the engineer should have done.
- He did ask the engineer about another opinion but was told that anyone else would also confirm the pump was obsolete and the boiler needed replacing.
- At each service visit he made a point of praising the boiler manufacturer and standard of the product and the engineers have also said likewise. The engineers have also always stated that all parts are still available for the boiler.
- Why would he need to replace a newly serviced boiler that had all the parts available and which was working as it should? This does not make any logical sense.
- The cost of the new boiler (almost £4,000) was totally unnecessary at that time
- The engineer did not give him any paperwork on 9 November 2023.
- British Gas said that "*because the pressure relief valve was leaking water to the outside causing pressure loss*" but no external property checks were carried out, so how could they check any leak on the pressure relief valve?
- It is strange that the information provided by the engineer was at the end of February 2024, well after his complaint.
- The engineer did not leave the room in which the boiler is located, so he checked no radiators.
- The boiler sales advisor would confirm that the engineer confirmed in conversations at his property that the pump had failed and could not be replaced.
- There was nothing wrong with the expansion vessel or his boiler, the issue was all due to the leaking radiator and his fully functioning, serviceable boiler was replaced at his expense, due to the incompetence of British Gas's engineer. Compensation should be offered for the cost of an unnecessary new boiler.
- Having spoken to four British Gas engineers since, they have all said that the engineer that attended in November 2023 was 'not up to the job'.

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.

British Gas's contemporaneous log of the November 2023 visit says the expansion vessel was recharged. The engineer later told British Gas (in February 2024) that he did this because the pressure relief valve was leaking outside.

Mr C is adamant that there was nothing wrong with the expansion vessel and it was not the cause of the issues with the boiler and he says the engineer did not check the outside of his property.

Mr C also says that the fact the boiler pressure remained constant after he isolated the leaking boiler is proof that there was nothing wrong with any other heating system components.

I have considered Mr C's comments but the expansion vessel had been recharged before he found the leaking radiator so, in my opinion, it does not prove that there was nothing wrong with the expansion vessel and it did not need recharging. It seems to me entirely possible that there was an issue with the pressure relief valve, expansion vessel and radiator at the same time.

Having considered everything again, I remain of the opinion that there is not enough evidence that the expansion vessel did not need to be recharged and that this was not a reasonable action to take at that attendance.

Mr C has also been consistent throughout his complaint that the engineer told him a new boiler was needed because the pump had failed due to sludge and could not be replaced.

As set out in my provisional decision, the contemporaneous log of the November 2023 visit does not say anything about the pump. There is no record of any problem with the pump and I can only consider the evidence presented to me. It is not for us to obtain evidence from other parties. So, we cannot obtain evidence from the sales adviser about this; neither can I obtain information about the referrals made by the particular engineer complained about. I also cannot consider hearsay comments Mr C says were made about him by other engineers.

As acknowledged in my provisional decision, I have no reason to doubt Mr C's understanding of the advice he was given. However, there remains no documentary, or other independent convincing evidence that Mr C was told to get a new boiler because the pump had failed due to sludge and was no longer available as a spare part.

I also set out in my provisional decision that British Gas accepts that the engineer failed to also check the radiators in the property during that attendance. I went on to consider the impact of that failure.

Mr C says that as a direct result he had to have a new boiler and is out of pocket for almost £4,000 as a result. He says it does not make sense that he chose to replace a full functioning boiler unless he did so on the basis of the engineer's incorrect advice and diagnosis.

Mr C had already agreed to go ahead with the new boiler when he found the leaking radiator. However, he says he already had misgivings about the engineer's advice, as previous tests had shown the water in the heating system was clear with no sludge and he says he asked about a second opinion. Mr C did not query anything with British Gas in the time between the appointment on 9 November 2023 and the installation a few weeks later.

I have considered everything again, including the points made by Mr C in response to my provisional decision. Having done so, I remain of the opinion that I cannot reasonably conclude the recommendation to replace the boiler was unreasonable, or that it was based on incorrect information and diagnosis of a problem with the pump. I still consider therefore that I cannot reasonably require British Gas to make any payment to Mr C in relation to the cost of the new boiler.

With regard to the replacement carpet, I note what British Gas has said in response to my provisional decision, however, I remain of the opinion that it should make a contribution towards the cost of the new carpet in line with my provisional decision. As previously stated, I cannot be sure if the carpet would have needed to be replaced if the leak had been found on 9 November 2023 but it seems to me there was inevitably significantly more damage as a result of it not being found for several more weeks. Mr C has not provided any further

evidence about the costs of the carpet, so I remain of the opinion that £300 is appropriate, together with the £500 compensation already offered for the trouble caused.

My final decision

I uphold this complaint against British Gas Insurance Limited and require it to:

1. Pay Mr C £300 towards the cost of the new carpet, on production of suitable evidence of the payments made, together with interest at 8% simple per annum from the date Mrs C and Mr C paid for the new carpet (and/or the insurance excess) to the date of reimbursement; and
2. pay Mrs C and Mr C the sum of £500 compensation for the distress and inconvenience caused by its handling of this matter, if it has not done so already.

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

Harriet McCarthy
Ombudsman