

## **complaint**

Mr W complains that British Gas Insurance Limited damaged his boiler when it did a service under his home care insurance. He's also unhappy about how it dealt with his complaint.

## **background**

In October 2014 Mr W took out home care insurance with British Gas. It did a service and found no problems with the boiler. The engineer told Mr W that the boiler was on a reduced parts list, meaning only some parts were available. British Gas says because of this its engineer recommended a new boiler and an appointment to look into that was arranged.

Mr W says that about two weeks after the service, he noticed a musty smell from the room with the boiler. He says British Gas sent a third party to investigate who found a leak from the boiler but British Gas failed to mention that visit in its letters. As Mr W was busy he put a bowl under the leak and later arranged for an engineer to repair the boiler. But after several visits British Gas told him it couldn't find the parts to fix the boiler. He replaced the boiler through another supplier. He complained to British Gas that it had caused the leak by over pressurising the boiler system in the October 2014 service and had given him conflicting information about the availability of the repair part.

British Gas says its engineer went to Mr W's flat on 18 February 2015, a day after he reported the leak for the first time. Its letter of 22 June 2015 told Mr W why there'd been a delay in telling him the repair part wasn't available. Its engineers hadn't been able to get into Mr W's flat on several occasions from 19 February to 10 March 2015. And the original job, where its engineer had ordered a replacement valve, had been left open meaning that the engineer who later arranged to attend wrongly understood the required part had been ordered. It was only on 10 March, when the engineer spoke to the manufacturer that it became clear the required part was no longer available. British Gas apologised and refunded Mr W the policy premium of £142.12 and cancelled the outstanding £50 call out fee. It also paid him £100 compensation for its delay in replying to his complaint.

British Gas didn't agree it caused a leak to the boiler during the October 2014 service, or that it caused damage to Mr W's property by delaying fixing the leak. It said there was no evidence that it caused the leak. The boiler had to be replaced only because the repair part wasn't available. The boiler was installed in 1998, by a third party, so Mr W wasn't covered for a new boiler under his policy. If Mr W had noticed a leak in October he should have contacted it sooner than February to minimise any damage.

Mr W complained to us. He wants British Gas to pay him the cost of the replacement boiler, all the fees he's been charged and to apologise. He also wants British Gas to improve its complaints process which he feels is designed to frustrate complainants, for example it failed to read letters requesting information under a subject access request.

Our adjudicator didn't think Mr W's complaint should succeed. There was no evidence that showed Mr W had contacted British Gas about the leak shortly after the October 2014 service and no evidence that its actions had caused the leaks. He explained that under our rules we couldn't make British Gas change its complaints procedure. He thought British Gas had paid fair compensation.

Mr W strongly disagreed. He said that, although not mentioned in British Gas' letters, it had admitted repeatedly on the phone that it had sent round a third party about the leak shortly

after the October service. At the service the boiler was fine. It had been over pressurised during the service so on the balance of probability the damage was caused by British Gas.

Before I made my decision we asked British Gas about its contact with Mr W. It said its records showed no contact with Mr W after the visit in October 2014 until February 2015. We also asked for the call recordings between it and Mr W from February 2015. The adjudicator listened to the calls. In one of the calls Mr W told British Gas that someone had attended his flat in January 2015 to look at pipes and noticed there was an issue with a boiler leak. He had been told to call British Gas, but he was busy so was calling in February.

British Gas said a third party plumber (that it uses) confirmed that Mr W contacted the third party as he believed he had a water leak. It says a plumber visited in mid December 2014 and diagnosed a leak from the boiler. Mr W wasn't happy with the diagnosis and wanted a second opinion. A further visit was arranged in mid January 2015. The same diagnosis was given and Mr W was told to call for an engineer. British Gas said this new information didn't alter its position. There was still no evidence that the leak was caused by its engineer in October 2014. It thought the leak occurred due to a part failure.

### **my findings**

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 don't uphold the complaint. I'll explain why.

#### *should British Gas cover the cost of a replacement boiler?*

Under Mr W's policy British Gas isn't responsible for any loss or damage to his property as a result of his boiler breaking or failing unless it caused the problem.

There's no evidence to show, even on the balance of probability, that British Gas damaged Mr W's boiler. It looks as if Mr W contacted the third party direct about a water leak in December 2014 which explains why British Gas had no record of him contacting it until February 2015. There's no evidence to support that Mr W found a leak just after the service. He contacted the third party two months after the service. That doesn't show the leak was caused by British Gas. It's equally possible the leak was due to a part failure. British Gas doesn't need to pay for the replacement boiler and associated charges.

The policy does cover a replacement boiler if it's not possible to repair the boiler because spare parts aren't available, or it would cost more to repair than to replace it. But this only applies if Mr W's boiler is under a defined age. As the boiler was over that age the cover doesn't apply.

#### *should British Gas cover the cost of any other damage?*

Mr W hasn't raised in his complaint to us about British Gas covering damage caused by the boiler leak (rather than the boiler itself). But there's previously been comment on that, so for the avoidance of doubt British Gas doesn't need to pay for any damage caused by the leak. There's no evidence it caused the leak. And it wasn't responsible for any significant delay in fixing the leak. Mr W only contacted British Gas two months after being told he had a boiler leak. And it made several attempts to attend to try to fix the leak between 19 February and 10 March but wasn't able to get into the flat.

*poor service*

There was confusion by British Gas over whether the repair part was available. I think its letter to Mr W of 22 June 2015 adequately explains how that happened. It apologised and refunded Mr W his premium and didn't charge the call out fee. That's reasonable compensation.

Mr W is unhappy about how British Gas dealt with his complaint. The adjudicator correctly explained that we can't tell British Gas to change its procedures. But I can comment on whether the service he received was reasonable. There was an unacceptable delay in British Gas responding to Mr W's complaint. He was clearly frustrated by its complaint handling. But I think the £100 it paid him is a fair amount for his inconvenience and annoyance.

It's not clear whether British Gas did provide the information Mr W asked it for under the Data Protection Act. If not, or if Mr W has concerns about how it handled his request, he can contact the Information Commissioner's Office.

**my final decision**

I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 31 May 2016.

Nicola Sisk  
**ombudsman**