

complaint

Mrs E's complaint is about the handling of a claim made under her central heating insurance policy with British Gas Insurance Limited. Mrs E is represented in this complaint by her son, Mr E, and so I will refer to him throughout.

background

In late September 2018, Mr E made a claim under the policy with British Gas, as the boiler in his mother's home had stopped working. It was apparently showing two fault codes, which indicated a fault with the ignition and also the water in the system.

British Gas sent out an engineer who said that the problem with the boiler had been caused by the installation of new radiators by a private contractor. The policy excludes any issues arising from "*third party interference*" which is what British Gas deemed this to be. It also said it meant the policy was void.

Mr E says he was having some renovation work done on the house, including installation of new radiators, but his contractor had not touched the boiler. As British Gas wouldn't help, and Mr E was without heating or hot water, he instructed his own engineer to fix the boiler. Mr E says he found the earth wire had become detached, which is dangerous and he also identified a number of parts which needed to be replaced, including a pump and a programmer. His contractor fixed the boiler at a cost of £1,063.20.

I understand that around the same time British Gas serviced the boiler and confirmed it was working and agreed that it would continue to cover it, (but not the radiators). British Gas then said that it would reimburse the £1,063.20 for the repairs and pay £200 compensation. However, the next day Mr E says he was told this offer was withdrawn as it had been made in error.

Mr E is very unhappy about the refusal to meet the costs of the claim and the way the offer was withdrawn; he also says the call-handler that withdrew the offer was aggressive. Mr E also says the boiler had been left dangerous and had not been well maintained, even though British Gas had covered it for some time and it was well overdue a service when this happened.

British Gas maintained its position regarding the claim but offered £30 for incorrectly telling Mr E that it would reimburse the costs of the repair.

One of our investigators looked into the matter. He recommended that it be upheld and that British Gas reimburse the repair costs and also pay £200 compensation for the handling of the claim and complaint, including telling Mr E it would meet his claim and then retracting that offer.

British Gas does not accept the investigator's assessment and maintains its position. It says its service manager believed the pump could have been damaged whilst the third party contractor carried out the work to the radiators; the boiler had been working following a previous visit in March 2018; and when it attended the property the occupant said the boiler had only stopped working since the new radiators had been installed.

As the investigator was unable to resolve the complaint, it has been passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr E's policy with British Gas covers his boiler if it stops working but this cover is subject to terms and conditions, including the following:

"If anyone other than us carries out any work on your boiler, appliance or system and damages it your cover doesn't include putting that right..."

Your product only includes repairing or replacing your boiler, appliance or system when it stops working properly – it doesn't include any improvements or upgrades, for example: replacing working radiators, swapping standard radiator valves for thermostatic ones and replacing electrical cables and fuse boards that still work."

So if the work done by Mr E's contractor caused the problems with the boiler, British Gas would be entitled to refuse to pay for that. I also think the way this is expressed means the work done by any third party would need to have been carried out incorrectly. So if some work is done correctly but it simply has an affect on the system which causes a fault I do not think it would be reasonable for British Gas to refuse to cover that.

I accept what British Gas says about the possibility of doing damage to the boiler itself, even if it is not directly touched while replacing radiators. It is after all part of a system. However, having said that, I am not persuaded that British Gas has established that the problems with the boiler are all due to the work done on the radiators. In order to rely on the exclusion set out above, British Gas needs to establish on the balance of probabilities (*i.e.* that it is more likely than not) that the problems with the boiler are a result of the work done by Mr E's contractor and that the work was done incorrectly. I am not persuaded it has done so.

British Gas says: *"the pump could have been damaged whilst the third party carried out the work if it was not correctly drained or potentially disturbed whilst working on the system. Having looked at the other work carried out, the programmers and controls would not have any relation to the F22 code and wouldn't have needed to be replaced along with the flow and return thermistor"* (my emphasis).

British Gas has only said the pump *could* have been damaged *if* the work with the radiators was not done properly but there is nothing to support this. I accept that it could have caused the damage to the pump (I see no reason to dispute this possibility) but this does not establish that it did, or that it was done incorrectly. I am not persuaded that this is enough to establish that British Gas is not responsible.

British Gas also says that the fault codes Mr E reported, wouldn't mean the other parts needed to be replaced. Again, I am not persuaded that this establishes its position either. Mr E's engineer has stated these were required in order to repair the boiler. British Gas had the opportunity to inspect and assess the boiler properly and provide more evidence about this, but I have not seen a detailed report. I therefore have no reason to doubt that these were required to repair the boiler, as stated by Mr E's engineer.

British Gas also says that its engineer was told the boiler only stopped working after the new

radiators were installed. This might be right but it doesn't establish that the contractor did any of that work incorrectly/negligently and caused the faults.

Finally, British Gas also refers to the fact the boiler was left working after an attendance around six months earlier, as proof that the faults were caused by the works Mr E was having done. I don't consider that this adds any weight to British Gas's case. Faults can develop at any time.

Given this, I consider that British Gas should reimburse the cost of the boiler repairs, together with interest at our usual rate. I also agree with the investigator that Mr E was caused some avoidable distress and inconvenience by the handling of this claim and complaint, including the withdrawal of the offer. I agree that the additional sum of £200 is reasonable to reflect this.

my final decision

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

- reimburse the costs incurred in fixing the boiler, together with interest at 8% simple per annum, since the date Mr E paid those repairs to the date of reimbursement; and
- pay £200 compensation for the distress and inconvenience caused by its handling of the matter (this is to include the £30 British gas previously offered, so if it has paid this already, it now only need to pay the balance of £170).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision, on behalf of Mrs E, before 24 February 2020.

Harriet McCarthy
ombudsman