

## **complaint**

Mrs R's complaint is about the handling of a claim made under her central heating insurance cover with British Gas Insurance Limited.

## **background**

On 30 January 2019, Mrs R made a claim under her policy with British Gas as her boiler was cutting out. An engineer attended and got the boiler working again by topping up the pressure. However, the boiler cut out again the next day. Mrs R was going on holiday that evening but British Gas refused to attend until the following day (1 February 2019). As Mrs R was away, her mother attended the appointment. The engineer replaced the boiler pump and the boiler was working again. However, when Mrs R returned from holiday on 12 February 2019, she found the boiler not working.

British Gas sent another engineer out that night. He said the same part needed replacing again but he didn't have one with him, so would have to return on 13 February 2019 to fit it. The pump was replaced again and the boiler was left working. However, Mrs R says that around a week later, it stopped working again. Mrs R says the pressure was dropping on the boiler gauge.

British Gas came out again on 2 March 2019 and said the pressure relief valve needed to be replaced and there was a leak outside, from a frozen outlet tap. This was apparently done on 5 March 2019.

Mrs R is very unhappy with the handling of the claim. She has made a number of submissions, which I've summarised below:

- She knows her boiler well and knew the initial problem was not related to the pressure. She told British Gas this. If he had done more to investigate why the boiler was cutting out on that occasion all the other trouble would have been avoided.
- British Gas refused to send anyone out on 31 January 2019 as an emergency even though it was below zero outside. She was going on holiday that night and could not leave her house without any heating on. The engineer had also said on 30 January 2019 that someone would come out the next day as an emergency, if his repair didn't last.
- She got an independent engineer to look at the boiler on 31 January 2019 and he told her a part needed to be replaced. She told British Gas this but it was not passed on to the engineer that attended on 1 February 2019. He just happened to have the right part on the van anyway.
- When she called on 12 February 2019 British Gas would only say it would send someone out that night, it didn't offer anything else, even though the house was freezing.
- On 13 February 2019, one of her children was ill and she had to take the day off work (having arranged for the engineer to come and fit the new part after work) which she says is because they returned from a warm climate abroad to a freezing cold house.
- The pump that was initially installed was faulty and had to be replaced again, this was avoidable.
- The burst pipe outside was a direct result of the lack of heating while she was on holiday during sub-zero temperatures.

- The seal on the window above the burst pipe is now damaged with condensation and will have to be replaced. None of her other windows are damaged and it is more than coincidence that it is this window that is affected.
- The whole experience was horrible. She was unable to enjoy the first few days of her holiday, worrying about what was happening at home.
- There was an automatic assumption that someone would be home whenever the engineers arrived.
- She lost a lot of time from work, on the phone to British Gas, looking after her ill child, attending appointments. Her elderly mother incurred fuel costs travelling to attend appointments for her and had to sit and wait in a freezing house.
- She pays high premiums for help in emergencies such as this and British Gas let her down.

British Gas says the first engineer tested the boiler on and off several times and he says that if the pump was faulty at that stage, it would not have worked at all. The second engineer took the pump to the appointment, which had been ordered following Mrs R telling it this was needed. He says he didn't know why this had been ordered at the time he picked it up. British Gas says the issues with the boiler were different each time and could not have been diagnosed at the outset. However, it sent Mrs R £190 compensation for the inconvenience caused, particularly in relation to the faulty wiring.

One of our investigators looked into the matter. He didn't recommend that it be upheld. The investigator said that British Gas was entitled to rely on the evidence of the engineer as the expert and he took the course of action he believed would best fix the problem; and each visit was to address a different issue and was not part of the same repair. The investigator therefore thought the £190 already offered by British Gas was reasonable and didn't recommend any further compensation.

Mrs R does not accept the investigator's assessment, so the matter has been referred 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.

Mrs R says that on 30 January 2019, the pressure on her boiler was low but it was still at a level that would mean the boiler would work normally. And the fact the engineer said she could call someone out again the next day if it failed again means he was not confident he had fixed the problem. Mrs R is adamant that more should have been done on that occasion to investigate what was wrong with the boiler.

The engineer recorded that he topped up the pressure and tested the heating and hot water, and the boiler was working properly. I am not persuaded that the engineer was obviously negligent or acted wrongly in doing what he did at that appointment.

British Gas then came out again on 1 February 2019. This was an inconvenient time for Mrs R as she had gone on holiday the night before and so she had to make arrangements for her mother to be at her home. I can understand why she was upset British Gas didn't go out on 31 January 2019, before she left for holiday but it still attended within a reasonable time overall. British Gas's engineer at that appointment agreed with Mrs R's engineer that the pump needed to be replaced. The heating was restored and Mrs R says her mother checked again a day later and the heating was still working properly.

However, by 12 February 2019, the heating had failed again apparently because of a faulty wiring harness connected to the pump. I am unable to make any finding about whether this was avoidable or not. I do not have any evidence that the engineer that fitted the first replacement pipe should have known about the faulty wiring, or caused it. I can understand how difficult it would have been to return from holiday to having to deal with this again. The pump was replaced again the next day. So again, it was dealt with relatively promptly and I am not persuaded that British Gas could or should have done anything more at the time.

There was then a further problem with the pressure relief valve and a leak from an outlet drain, apparently as a result of it freezing. Mrs R says this happened solely because her house was not heated while she was away. However, there's no convincing evidence that the problem with the pressure relief valve or the outlet drain was related to the initial problem or was caused by anything done by British Gas.

For the reasons given above, I am not persuaded it has been established that the heating failed again while Mrs R was away solely due to anything done wrong by British Gas. In addition, even if this had been proven, there is no convincing evidence that the problem with the valve and outlet pipe were due to there not been any heating for a period of time. I understand outlet pipes can freeze anyway, even if the boiler is working, as they are outside the property; and there has not been shown to be any link between any other issues and the faulty pressure relief valve.

Given this, I am not persuaded that I can reasonably hold British Gas responsible for the seal on a double glazing unit, or for Mrs R's child being ill on 13 February 2019. There is simply no convincing evidence that established that these events were a direct result of anything British Gas did wrong.

Overall, it took five visits to resolve all the issues with the heating and I can understand this was a difficult time. However, each occasion a problem was reported, British Gas attended within reasonable time and restored the heating and hot water relatively quickly. Someone would have to be at the property to allow each visit by an engineer but however inconvenient this was for Mrs R and her mother, this inconvenience was not a result of any wrongdoing by British Gas. And for the same reasons, I do not consider that any compensation is warranted for the time Mrs R spent reporting issues to British Gas. Having taken everything into account, I consider the payment already made of £190 to be reasonable and do not intend to ask British Gas to pay anything more.

### **my final decision**

I do not uphold this complaint against British Gas Insurance Limited, as I consider it has already made an offer that is fair and reasonable in all the circumstances of the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 20 August 2020.

Harriet McCarthy  
**ombudsman**