

The complaint

Mr W has complained about British Gas Insurance Limited ('British Gas') workmanship under his home care policy.

What happened

Mr W sold his property in November 2020. The new owner commenced court proceedings against Mr W in relation to responses which Mr W had provided in a property questionnaire during the sales process. The responses had indicated that the boiler was in good working order. The new owner alleged that this wasn't the case and that there was a gas leak at the property due to the state of the boiler. Mr W was faced with significant costs as a result.

Following these court proceedings, Mr W submitted a complaint to British Gas regarding its workmanship and servicing for the boiler under the relevant home care policy. British Gas didn't uphold the complaint and didn't agree that its engineers had been responsible for poor workmanship. Mr W therefore referred his complaint to this service.

The service's investigator didn't uphold Mr W's complaint. She concluded that it was unlikely that British Gas was responsible for what had happened in this case. Mr W remained unhappy about the outcome of his complaint. The matter was therefore referred to me to make a final decision in my role as Ombudsman.

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.

The key issue for me to determine is whether the workmanship provided by British Gas to the boiler in Mr W's previous property had been unfair or unreasonable. On the available evidence, I'm unable to conclude that this is so, and I don't uphold Mr W's complaint. In reaching this conclusion, I've considered the parties' submissions as summarised below.

I firstly turn to Mr W's submissions. In summary, his complaint is that British Gas carried out '*an unsafe and unqualified repair*' on the boiler. He said that this left him exposed to danger and subsequent costs following a court process. He said that as British Gas provided the boiler service under a home care policy, this should have left him in no doubt that all repair work was qualified and conducted through the correct procedure. He said it clearly was not. After the repairs were carried out, Mr W said that there was nothing for him to notice in terms of damage. He said that the last operation British Gas carried out was a gas test. He was then given a signed sheet to say that the boiler was safe to operate.

Mr W considered that British Gas's suggestion that the gas leak was caused by a water leak was '*a complete nonsense*' and that the timelines didn't coincide. He said that the relevant appliance would never have been installed where it could become a hazard to the boiler. In any event, he said that if there had been a water leak, it would have been British Gas' responsibility and that if it had done that job properly, none of this would have happened. Mr W also described the way court proceedings were brought against him by the purchaser of his property, and he felt that this had been unfair.

In conclusion, Mr W said that he'd done absolutely nothing wrong but was now many thousands of pounds out of pocket and been '*exposed to potentially life ending repairs*'. He said that this was unacceptable.

I now turn to British Gas' submissions. It didn't agree that there were any failings in respect of the workmanship of its engineers and it didn't accept liability for the costs Mr W incurred following the legal claim. It accepted however that the relevant property had been covered by the British Gas home care insurance policy from March 2017 until the sale of the property by Mr W in November 2020.

In its final response letter, British Gas repeated the events following the sale of Mr W's property. Following the sale of the property, Mr W's conveyancing solicitor advised that the new owner had found issues with the boiler, although Mr W said he had reason to believe that it was in good working order. It also related Mr W's response to the court proceedings and to evidence including photographs provided by the new owner of an alleged sub-standard repair.

British Gas said it was only made aware of the concerns when Mr W contacted it in August 2022. It considered that the photographs indicated damage from previous water leaks. British Gas said that the leaks were not caused by British Gas and posed no issue to the functionality of the boiler. It said it replaced the burner seal in May 2017 and considered that the failing of the previous seal would have caused some corrosion and rust inside the boiler and, '*as the corrosion in the photos did not look recent, it was possible that the marks were from that leak in 2017.*' It said that the silicone visible in the photographs wasn't an approved or recommended method of sealing the burner and '*under no circumstance would silicone be used by our engineers.*' It said that the safety readings and records showed that the boiler was operating safely. It said that there were also no reports made of any safety concerns while cover was in place.

British Gas said that the new owner's contractor wasn't specific about the source of the gas leak. Whilst they reported that fumes were spilling from the burner seal, and that this was possibly due to the use of silicone, it said that it would have expected to see more damage inside the boiler if that was the case. It said that the report also didn't explain why the boiler was replaced rather than repaired. It also noted that it wasn't asked to provide Mr W with any information or support in relation to the court process against him and didn't think it was something it could be held accountable for. It considered that the escalated costs were as a result of failure by Mr W to respond to the court process in a timely manner, for which it couldn't be held responsible.

Finally, British Gas said that it didn't carry out the annual service for the 2020/2021 as the policy was cancelled mid-agreement. Prior to this and during the Covid-19 pandemic, it said it was prevented from carrying out non-essential work, so it said it would refund the cost of the relevant annual service being £65.

Having considered all of the available evidence and the parties' submissions, I will now provide the reasons why I'm unable to uphold Mr W's complaint. Unfortunately, the evidence is inconclusive as to the cause of the gas leak. As the damage took place some years ago and Mr W only made a complaint against British Gas quite some time after the proceedings were taken against him, any causal link would be weak. I can't therefore say that the leak was caused by anything which British Gas did or didn't do.

I consider that due to the timescales involved, there were ample opportunities for intervening events to have caused the leak, including during the property sales process. I can't say that on the balance of probabilities, such events were due to repairs or services carried out by British Gas. I've seen comprehensive job notes which list the work carried out by British Gas

engineers on a number of dates between April 2017 and November 2019. None of these indicate any outstanding concerns or leaks prior to the property sale in November 2020. Indeed, Mr W confirms that he wasn't aware of any.

I note that the purchaser's contractor thought that it was use of a sealant on the heat exchanger seal which caused the gas leak. Unfortunately for Mr W however, the notes of visits give no indication that sealant was used. I'm persuaded by British Gas' evidence that it wouldn't consider this to be acceptable practice and it's unlikely that this work was carried out by British Gas. I note that a new burner seal was installed in May 2017. I agree with our investigator here that the installation of a new and approved part by British Gas would indicate that the use of a sealant wouldn't have been required at the time and was unlikely have been applied by British Gas. I'm therefore satisfied that use of silicone is not a method British Gas engineers use, and the job reports don't support this contention.

British Gas thought the rust could have been caused by a water leak, details of which were recorded in the British Gas job notes in April 2017. There is no conclusive evidence to support this theory either. However, again there have been other opportunities for intervening events to have resulted in damage, for example during the sales process. In summary, the last visit from British Gas was in November 2019, and so this was a year before the problems became apparent. It's therefore hard to draw a link between British Gas' involvement and the problems which later arose.

Whilst I sympathise with Mr W as to the problems which he's faced, I can't say that the problems were caused by British Gas. I appreciate that Mr W may not have been aware of any boiler problems when he completed the relevant property questionnaire which was referenced in court proceedings. I therefore appreciate that this decision will come as a disappointment to Mr W. Unfortunately for Mr W however, I consider it unlikely that British Gas are responsible for what has happened, and I won't be requiring it to take any action.

My final decision

For the reasons given above, I don't intend to uphold Mr W's complaint and I don't require British Gas Insurance Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 11 October 2023.

Claire Jones
Ombudsman