

The complaint

Mr R and the estate of the late Mr R have complained about the way British Gas Insurance Limited carried out the annual boiler service under a HomeCare agreement. They are represented by Miss R in bringing this complaint.

What happened

Mr R and the estate of the late Mr R took out a HomeCare Four agreement which provides cover in the event of problems with, amongst other things, the gas central heating system, including the boiler. The contract also includes an annual gas boiler service.

The annual boiler service was carried out in December 2022. Miss R says she asked the engineer carrying out the service how best to keep the property safe over the winter months as the property was unoccupied by that time. She says she was told to turn the programmer for the boiler off as the boiler would come on automatically if the temperature dropped below a certain level. She says the engineer did that for her as she wasn't sure what to do. She said previously the heating system had been timed to come on twice a day.

Unfortunately, a few days later they found that various pipes had burst causing a significant amount of damage. Miss R thinks that wouldn't have happened if the engineer hadn't turned off the programmer on the boiler. Miss R complained to British Gas who denied liability. It thought the pipes had frozen because they weren't insulated.

Miss R referred the complaint to this service. Our Investigator didn't recommend the complaint be upheld. He didn't think it had been shown that the engineer had caused the pipes to burst.

As Miss R didn't agree, the matter has been referred to me.

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.

Both parties have provided evidence that in the property not long after the annual service there'd been several burst pipes, including mains cold water, hot water and heating pipes in the loft which had frozen in a period of cold weather. The boiler was supposed to come on automatically if the temperature dropped below a certain level. It may not have done so if the temperature in the house was above the minimum level and it wouldn't have sensed that the loft was colder because there was no additional frost thermostat in the loft. I can't comment on whether such a thermostat should have been included as part of the boiler installation contract as that was not part of this contract of insurance. In any event the boiler frost protection might not have stopped the cold water pipes from freezing. With there being several burst pipes in the loft, it's difficult to say what damage was caused by which pipework.

To uphold this complaint I'd need to come to the conclusion – based on the facts and information I have – that it is more likely than not that the engineer sent by British Gas gave incorrect advice to Miss R. I've looked at the engineer's 8-page job notes relating to the service. There is no reference in that to him having given any advice about how to keep the empty property safe or changing the setting. British Gas says the engineer in question would have advised keeping the heating on low rather than turning it off and relying on the boiler's frost protection facility. Unfortunately for the complainants I don't think there's enough to persuade me that the engineer did give incorrect advice.

Miss R has provided evidence from the Health and Safety Executive that as part of a gas central heating service engineers should carry out a visual inspection of the gas flue. In this case the engineer did check the flue but not from inside the loft. Miss R thinks if he'd gone into the loft, it's likely he would have noticed the absence of a frost thermostat and advised her to keep the heating on low.

I've looked at the policy definition of "annual service". It's defined as "*a check... to ensure that your boiler, gas appliance or **central heating** and ventilation is working safely and in line with relevant laws and regulations.*" In reality it is more of a gas safety check than a full service. I understand that it wouldn't always be necessary for an engineer to go into the loft of a property to carry out the service offered by British Gas under this policy.

In any event, as explained above, I'm not convinced that the engineer did advise her to rely on the frost protection facility. So I can't say that the engineer not going up into the loft caused the central heating pipes to freeze and burst.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and the estate of Mr R to accept or reject my decision before 11 September 2024.

Elizabeth Grant
Ombudsman