

The complaint

Mr L complains that British Gas Insurance Limited failed to replace all the parts in his boiler - following a repair claim on his policy.

What happened

Mr L had a British Gas Homecare insurance policy which he could claim for boiler repairs on. Mr L made a claim for a repair in 2013. This was completed but Mr L suspects one of the parts that had been removed hadn't been refitted. He says this because when his boiler was being serviced in 2019, he was told it's missing.

The part was no longer available, and the boiler was condemned and had to be replaced.

British Gas say they believe the part had completely corroded away and that there was some debris at the bottom of the boiler which they felt could be the remnants of it. Mr L believes that's implausible, so he brought his complaint to our service.

An investigator here looked into Mr L's complaint. They agreed with Mr L that it was implausible for the part to have completely corroded. The investigator also said there was no further evidence of corrosion as the remnants had apparently been hoovered up.

For those reasons the investigator felt British Gas had likely not replaced the part. They suggested Mr L be compensated by £100. The investigator didn't feel British Gas should be liable for replacing the boiler, noting that it was already very old and would likely have needed to be replaced in the near future anyway.

Mr L accepted the investigator's recommendation but British Gas did not. They believe the part could have corroded and sent further information, including pictures. These didn't change the investigator's mind, so the matter has been referred to me for a decision.

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.

I've reached the same conclusion as the investigator, for largely the same reasons. Indeed, I also note in their final response letter, British Gas say the part *may* not have been replaced so it isn't clear why they're contesting it now. I have to decide whether it's most likely that's the case or whether it corroded away almost entirely in a six-year period.

British Gas has said atmospheric conditions can lead to this happening but hasn't provided any supporting evidence for this. They say it is a substantial part which is 3mm thick and said there were signs of corroded metal that were hoovered up. But Mr L has sent a picture showing debris at the bottom of the boiler and none of it looks to me like it could be remnants of such an item. I'm also unsure why British Gas would Hoover some of the debris, the debris it is now relying on, but still leave some. And there is nothing in the job sheet to confirm this either.

So, I don't think British Gas has shown it's more likely to have corroded and since they accept it may not have been replaced it seems to me that that's more likely. And I agree it would seem very unusual for a part to completely corrode without signs. British Gas has pointed out what looks like some small areas of rust but that doesn't indicate to me that there was the possibility of one particular part disintegrating entirely – I'd expect there to be other areas with much more significant degradation to suggest that.

For completeness, I agree that Mr L isn't entitled to the cost of a new boiler for this as it seemingly would've required replacement in the near future regardless, and that had been recommended to him previously. It's also not something his policy covers in the circumstances.

Putting things right

British Gas to pay Mr L £100 compensation for trouble and upset caused by this matter.

My final decision

I require British Gas Insurance Limited to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 23 September 2020.

Will Weston
Ombudsman