

## **The complaint**

Mr P complains that British Gas Insurance Limited is responsible for poor service in connection with his home emergency insurance policy.

## **What happened**

Where I refer to British Gas I refer to the insurance company of that name and I include engineers and others insofar as I hold that company responsible for their actions.

For many years Mr P had a British Gas policy that included an annual service visit (ASV) and certain repairs.

British Gas did an ASV in March 2018. In January 2019, Mr P cancelled his policy. On 1 April 2019 he got an independent gas engineer to do a service. He reported corrosion to the boiler casing and damage to the burner gasket.

Mr P complained that British Gas hadn't serviced the boiler correctly in particular when it did the 2018 ASV. He had to pay £2,325.60 for a new boiler. He says British Gas should reimburse him.

By a final response dated 5 June 2019 British Gas did not uphold that complaint. So Mr P brought his complaint to us later in 2019.

Our investigator didn't recommend that the complaint should be upheld. He didn't think corrosion had been present during any of the British Gas ASVs. So he thought that it would be unfair to ask British Gas to pay for the cost of Mr P's new boiler.

Mr P disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The March 2018 ASV was not carried out thoroughly. It did not include a CO<sub>2</sub> (carbon dioxide) test.
- Two independent, qualified gas engineers, from different companies, verbally told him that the severe corrosion damage would never have happened over just one year.
- This was put in writing by the engineer who replaced the boiler.
- British Gas refused to answer any of his questions.

## **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 British Gas records from January and February 2016 show replacement of a leaking auto air vent. I haven't seen any evidence that this would cause corrosion.

The British Gas records for the ASV in January 2017 show replacement of a burner seal.

When Mr P's policy renewed in January 2018, the British Gas policy terms included the following:

***“Annual service***

*One of our engineers will visit your **home** once a year to check that your appliance, boiler or **central heating** and ventilation is working safely and in line with the relevant laws and regulations. We'll also test the gases your appliance or boiler produces.*

*If these tests show that it's necessary to take your appliance or boiler apart to adjust or clean it, we'll do so.”*

The British Gas records show that it did the last ASV on 19 March 2018. Mr P has shown us the customer checklist. I see that it includes some notes which I find are the results of tests of the gases the boiler was producing.

Unlike previous checklists, the one in March 2018 says that British Gas did not manually operate a carbon monoxide (CO) alarm. I don't think such an alarm is part of the boiler. There may be a number of reasons why British Gas did not find or operate such an alarm. I don't share Mr P's view that this is indicative of corner-cutting in servicing the boiler.

In April 2019 Mr P's independent engineer said a faulty burner gasket had caused condensate water to leak causing severe corrosion damage to the main boiler chassis. That is supported by photographic evidence.

Mr P says his independent engineer told him that British Gas should've found and repaired a fault with a gasket in March 2018. And Mr P has shown us an email dated 11 December 2019 as follows:

*“I feel that the level of corrosion in the boiler is more than I would expect to see in twelve months even allowing for the corrosive nature of the acidic condense water.”*

But I haven't seen enough evidence that there was already a leak when British Gas did the ASV in March 2018. So I'm not persuaded that the British Gas ASVs fell below the required standard or caused damage.

Therefore I don't find it fair and reasonable to direct British Gas to pay for Mr P's new boiler or to do anything more in response to his complaint.

**My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 8 July 2020.

Christopher Gilbert  
**Ombudsman**