

The complaint

Mrs L is complaining about the adequacy of servicing British Gas Insurance Limited (British Gas) provided under her Home Care insurance agreement. She says its failings meant she had to replace a boiler at a cost of over £2,000.

What happened

Mrs L had a Home Care agreement with British Gas for many years. It provided some annual checks of equipment in her home – for example the gas central heating system and pipework. She ended the agreement in early 2019, and about a year later her boiler failed and had to be replaced.

Mrs L had two engineers who specialised in her type of boiler look at it, and both said they didn't think it had been serviced in accordance with the manufacturer's instructions. They said this had contributed to the breakdown of the boiler.

Mrs L – helped by a family member – complained to British Gas. British Gas said it had serviced her boiler as it had described in the insurance policy, and complied with all the relevant laws and regulations applying to gas boilers. It went on to say that if Mrs L had still been insured, the damage would have been covered: unfortunately she'd cancelled the cover so it couldn't help.

Mrs L asked us to review her complaint.

Our investigator didn't think he could ask British Gas to do more. He said the terms and conditions of Mrs L's policy outlined what British Gas was going to do at each "annual service" and it appeared British Gas had done this. He explained the policy didn't require British Gas to service the boiler in line with the manufacturer's recommendations. Overall he didn't think British Gas had done anything wrong.

Mrs L remains unhappy about this so I've been asked to decide this complaint.

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 read carefully the descriptions given in Mrs L's insurance contract for servicing. There is a definition of "annual service" – but this only includes checking that the boiler is both safe and operating properly. If it is, nothing more is done. The policy terms and conditions do say that if problems are found they will be fixed, but there's no regular routine of replacing parts unless they aren't working.

British Gas sent in the records of work that had been done over the years and most recently in 2018. It appears the work was carried out as the policy describes.

Mrs L says two other engineers said the boiler hadn't been serviced properly and this contributed to the breakdown. I haven't seen any direct evidence that this is so, but I don't think this affects my decision as British Gas wasn't required to carry out "full" services unless their tests showed there was something wrong.

I do understand why Mrs L, with the benefit of hindsight, might have expected British Gas to have done more on its annual visits. However I can't say it's done anything wrong when it's done the level of work described in the policy. I'm also aware that the policy didn't just cover an annual check of the boiler – it also provided cover against breakdowns and damage caused to several items, including the boiler, in Mrs L's home.

If Mrs L thinks British Gas didn't comply with the relevant laws and regulations applicable to gas appliances she could contact the regulatory body responsible for this. Unfortunately this service can't look at this for her – I can only decide if British Gas complied with the terms and conditions in her policy.

My final decision

My decision is that I do not uphold this complaint.

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

Susan Peters
Ombudsman