

The complaint

X and Mr S have complained that they received conflicting advice from British Gas Insurance Limited (BG) about the safety of the boiler in their rental property and were rushed into replacing it.

What happened

The background to this complaint is well known to both parties and has been summarised by our investigator. I won't therefore repeat it again here but will instead focus on my reasons for my 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 taken account of what X and Mr S have said in response to our investigator's view. However I'm not going to uphold their complaint and I'll explain why.

My starting point is the written records of the various engineer's visits. I've seen BG's engineer visit records which contains BG's record of what its engineer reported after each visit. I've also seen the service visit reports left behind by BG's engineers although no such report was left behind after the engineer's visit on 23 December 2019.

X and Mr S also received information from their letting agents who were present when BG's engineers attended their rental property. To the extent that this information differs from that in BG's records, I have to regard contemporaneous written records as more likely to be accurate than a verbal account or a recollection. I can't treat such records as incorrect unless there is good evidence to suggest that they are.

BG's records show that on 28 December 2017, the engineer recorded:

*"CODE5** SECONDARY HEAT EX FLUE HOOD CORRODED REPLACEMENT REQD."*

The record for the engineer's visit on 29 December 2017 states:

*"CODE5** REPLACED FLUE HOOD. LPOD PARTS DUE TO SYSTEM ERROR. COD OK ADV RSL * EFF"*

The entry for Engineer 1's visit on 18 November 2019 states:

*"CODE5** ASV* AT RISK RUST AND HIGH EMISSIONS LDF SEALS RADS OK DEC HAS* ADVISE AND TURN OFF CHB"*

The entry for Engineer 1's visit on 25 November 2019 states:

*"CODE5** ASV* OK CLEANED BP* PT LDF SEALS RADS COD OK ADVISED RUST AND PARTS LIMITED".*

The entry for Engineer 2's visit on 23 December 2019 states:

*"CODE5** CASE RUSTED THROUGH PINHOLED/CAPPED BOILER LEFT ID TTOMB DROP"*

[*ASV means Annual Service Visit, HAS means Heating Service Advisor and RSL means Reduced Service Listing i.e. not all parts for the boiler are available, BP means boilerplate].

[**BG has stated that Code 5 means "Heating Service Advisor appointment declined following advice" and that it is used when an engineer has advised on a new boiler quote which the customer has declined].

BG's records also indicate that Engineer 1, who attended on 18 and 25 November 2019, and Engineer 2, who attended on 23 December 2019, both noted the presence of rust. The engineer who had attended two years earlier, on 28 December 2017, had also noted corrosion and declared the boiler unsafe, but he replaced the corroded part the following day, rendering it safe.

The third-party engineer who attended on 24 December 2019, whose findings are contained in his invoice, didn't make any reference to rust, but instead he stated:

"The control panel has come away from the boiler leaving two holes in the main case meaning boiler is immediately dangerous. Will need new boiler". (my emphasis underlined)

After making enquiry of its engineers, BG's Customer Delivery Manager stated:

"The controls covers, which covers the bottom of the boiler and the printed circuit board was left in place. The controls unit which holds the printed circuit board which is housed in the controls cover was also left in place, whoever this had come away from the main casing of the boiler which left two holes in the boiler which made it unsafe and was why it was condemned. As stated and confirmed by our last engineer no parts of the boiler were removed from the property." (sic) (my emphasis underlined)

There therefore seems to be agreement that the control panel hadn't been removed from the property, but had come away, leaving two holes. Both the third-party engineer and BG agree that this rendered the boiler unsafe irrespective of the issues with rust that had previously been identified.

Neither comment specifically on whether it was repairable, but the third-party engineer said a new boiler was needed, and BG's records show that its engineers had noted in 2017 and 2019 that a new boiler had been advised as evidenced by the CODE5 entries in the work records quoted above. I accept that the service records that X and Mr S should've seen don't record this advice so I can't say that they should've been aware of it. However I don't consider that this has any relevance to the complaint against BG, which is about inconsistent advice, not the absence of it.

X and Mr S refer to multiple errors made by BG's engineers. I take this to include a reference to the fact that Engineer 1 verbally declared the boiler safe on 18 November 2019 but his service sheet said that it was unsafe, and he then confirmed it safe again on 25 November

2019. This does beg the question as to what had changed to enable him to issue a new “safe” certificate, although with a warning “Need to keep an eye on rust”.

BG’s records show that he returned on 25 November at the request of the letting agent who asked him to go back and recheck. BG says he re-looked and cleaned the boilerplate. He then said it was “ok but a new boiler was definitely needed as it wouldn’t last long”.

BG has explained that there is a degree of subjectivity in such assessments and two engineers might have differing opinions as to the point at which a boiler should be declared to be unsafe. X and Mr S are concerned that Engineer 2 had his thinking conditioned by Engineer 1’s initial assessment that the boiler was unsafe and ignored the subsequent “safe” assessment, but in his own assessment he relied not just on the presence of rust but on the fact that the control cover had come away. He was therefore in agreement with the third-party engineer. As the boiler has now been removed it isn’t possible to establish whether a repair might’ve been possible or whether the boiler would’ve been beyond economic repair given the presence of rust.

I consider that it’s more likely than not that the boiler needed to be replaced. X and Mr S say they felt under pressure to get a new boiler as soon as possible out of concern for their tenants but couldn’t shop around due to the time of year. The timing was unfortunate, but I don’t consider that BG is to blame for this. They decided to have BG supply and fit a new boiler for £3,260. The third-party engineer provided a quote of £2,200 + VAT for the supply and fitting of a new boiler. So without shopping around they could’ve paid less than they did.

My conclusion is that a BG engineer and an independent third-party engineer were both of the view that the boiler needed to be replaced because the control panel had come away, and that there’s no evidence to suggest that this was due to anything BG’s engineers had done or failed to do. Given the rust issues going back to 2017 and the restricted availability of parts, it seems this boiler would in any event have needed to be replaced sooner rather than later.

I’ve been unable to identify any fault on the part of BG that it hasn’t already addressed with the compensation that it’s paid X and Mr S for the additional costs they incurred in ensuring the wellbeing of their tenants and for the inconvenience they suffered.

I therefore don’t think it’s reasonable for me to require BG to make any contribution towards the cost of the new boiler.

My final decision

For the reasons I’ve given above, I’m not upholding X and Mr S’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask X and Mr S to accept or reject my decision before 24 February 2021.

Nigel Bremner
Ombudsman