

## **The complaint**

Mr G has complained about the way British Gas Insurance Limited (British Gas) has maintained his boiler during the time his HomeCare agreement was in place. He's said that British Gas' failure to properly care for and maintain the boiler during that period led to its total and sudden condemnation in October 2018.

## **What happened**

Mr G purchased a flat in 2011 and took out a British Gas HomeCare agreement which included a yearly service by a British Gas engineer, a gas safety certificate to cover his obligations to the tenant, and an agreement by British Gas that any repairs to the boiler and all other parts of the central heating system would be carried out at no cost.

British Gas completed the last boiler annual service on 4 October 2018. During that service, the engineer capped the boiler and declared it beyond economic repair due to flue corrosion and a rivet missing within the appliance. British Gas wrote to Mr G to explain that they'd cancelled his HomeCare policy after an engineer had concluded that the central heating system didn't meet current industry standards.

Mr G employed a third party to replace the boiler who concluded the faults could have been avoided with better care.

On 5 October 2018, Mr G complained to British Gas. He said he was unhappy that the engineer had condemned the boiler during the service visit. He also believed the replacement of the boiler should have been covered by the HomeCare policy due to the age of the boiler.

British Gas sent a final response to Mr G on 24 October 2018 to say the engineer correctly identified an unsafe boiler and capped the gas for safety. They also explained that the HomeCare policy didn't include provision for a replacement boiler because the boiler was more than seven years old when deemed beyond economic repair.

On 18 May 2019 Mr G again wrote to British Gas to complain about their failure to properly maintain the boiler at his property. He said the boiler had been serviced and inspected and certified as safe by British Gas every year since 2011. Mr G added that he'd obtained a professional opinion that the boiler's failure was directly attributable to neglect and inadequate servicing over a period of years.

British Gas issued their final response on the complaint on 23 May 2019. They reiterated that the boiler was beyond economic repair and under their terms and as the boiler was more than seven years old they couldn't replace it under the policy. They said the engineer took the correct steps to ensure safety at the property. They also explained that the boiler annual service each year is a safety check and doesn't guarantee that a fault won't develop, and through use and wear, faults can occur. As the boiler was replaced soon after the last visit, British Gas said they were unable to take any further action or investigate third party claims that the fault occurred due to poor care. They accepted the flue corrosion could have been corrected under the policy. But they said the rivet missing meant that there was a hole

in the combustion chamber which created a very unsafe situation. As that part couldn't be sourced or repaired the boiler was capped.

Mr G brought his complaint to this service on 6 June 2019. British Gas objected to our service considering the complaint on the basis that Mr G had made the same complaint twice and hadn't brought the complaint to our service within six months of their October 2018 final response letter.

Our investigator considered British Gas' comments and concluded that we couldn't help with the complaint regarding the engineer's visit in October 2018. However, she concluded we could help with the complaint about inadequate servicing and maintenance leading to the boiler being declared beyond economic repair. In the same view, our investigator proceeded to consider that complaint and didn't uphold the complaint. In summary, she concluded that the evidence provided by British Gas demonstrated the necessary checks were carried out each year, and there was no evidence to support Mr G's suggestion that the failure of the boiler was due to actions on the part of British Gas.

Mr G didn't accept our investigator's view and made a number of submissions in relation both of his complaints. In particular he said that any contention by British Gas that spare parts weren't available to carry out the repair was fundamentally flawed. He said that by shutting down the boiler rather than carrying out a repair under the HomeCare agreement British Gas were in breach of contract.

Mr G also re-stated his view that the yearly British Gas inspection services were inefficiently carried out at the property and that the failure of the boiler was due to the '*incompetent servicing*'. He added that initial indications of flue corrosion should have been noted on earlier yearly inspections. He also expressed the view that if a valve was missing then only British Gas could be responsible as only British Gas inspected the boiler on all occasions over a period of years.

Mr G requested an ombudsman's decision on both of his complaints.

On 10 December 2020 I issued my decision on whether I had the power to look into Mr G's complaints. I concluded that I didn't have any power to help with the first part of his complaint regarding the engineer's visit in October 2018. However, I confirmed that I did have the power to consider the second part of Mr G's complaint regarding the annual servicing and maintenance of the boiler, which British Gas addressed in their final response letter of 23 May 2019.

As our investigator gave her view on the merits of this part of the complaint, in June 2020, I've now proceeded to make my decision on the merits of Mr G's 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.

Having done so I've come to the same conclusion as our investigator on the merits of the complaint. I will explain why.

I've carefully considered Mr G's complaint that his boiler was declared beyond economic repair because it hadn't been properly maintained by British Gas during the preceding years.

On the one hand, Mr G believes that initial indications of flue corrosion should have been noted on earlier yearly inspections. He also expressed the view that if a valve was missing

then only British Gas could be responsible as only British Gas inspected the boiler on all occasions over a period of years. He added that in light of the “*present and continued efficient functioning of identical boilers in the other 27 flats in the complex, it isn’t unreasonable to conclude that the yearly services carried out at the property were of dubious quality and contributed to the failure of the boiler*”.

Mr G also told us that he’d obtained a professional opinion on the failure of the boiler and was informed its failure was directly attributable to neglect and inadequate servicing over a period of years. It was later clarified that the report was carried out informally and verbally, at no cost, by a friend of Mr G’s, so a copy of it couldn’t be provided to our service.

On the other hand, British Gas have said the boiler annual service each year is a safety check and doesn’t guarantee that a fault won’t develop, and through use and wear, faults can occur. They accepted the flue corrosion could have been corrected under the policy but said the rivet missing meant that there was a hole in the combustion chamber which created a very unsafe situation. As that part couldn’t be sourced or repaired the boiler was capped

British Gas have also provided job sheets which show that the boiler was serviced in each year during the eight-year period of cover, and which detail the work that was carried out to the boiler during the service. Aside from the October 2018 records, the job sheets don’t include any other reference to rust on the flue or a missing rivet.

Where the evidence is unclear, incomplete or inconsistent, as it is here, I make my decision based on the balance of probabilities. In other words, I decide what I think, more likely than not, happened.

I accept that one possible reason the boiler suffered damage, may have been due to inadequate servicing by British Gas engineers during the years that Mr G’s HomeCare policy was in place. However, I haven’t been persuaded by Mr G’s evidence, that the servicing was inadequate. Also, there are a number of other equally possible explanations, such as those put forward by British Gas about the boiler developing a fault. Having carefully considered the available evidence, I’m not persuaded that the failure of the boiler was *more likely than not* due to any act or omission on the part of British Gas. So, my decision is that I don’t uphold this complaint.

### **My final decision**

For the reasons given in this decision, I don’t uphold this complaint and I make no award against British Gas Insurance Services.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr G to accept or reject my decision before 4 February 2021.

Carolyn Harwood  
**Ombudsman**