

## **The complaint**

Mrs B complains about the service provided by British Gas Insurance Limited (British Gas) under her home emergency insurance policy.

## **What happened**

Mrs B had a Home Care policy with British Gas that included repairs to her boiler and central heating, and included an annual service. In November 2019 a British Gas engineer carried out an annual service on her boiler. About five weeks later, she had a problem with her hot water. By this time, she'd cancelled her home emergency policy with British Gas and taken out a similar policy with another provider. This third party sent an engineer. On inspecting the boiler, the engineer said it was dangerous and condemned it, issuing Mrs B with a Danger Do Not Use safety certificate. She said the engineer also said the previous engineer must have been blind not to have seen the corrosion. Mrs B then paid another third party to replace her boiler. And she also complained to British Gas.

Mrs B said British Gas hadn't carried out an annual service in 2018 and she thought the failure to do so had contributed to the corrosion discovered by the third party engineer that led to it being condemned. She said she would have expected the engineer who carried out the annual service in November 2019 to have been thorough. She thought he must have missed the corrosion and so had failed her and endangered her family. She wants British Gas to refund the premiums she paid for the last two years she had the policy.

British Gas said it had investigated the matter but hadn't found any evidence of wrongdoing by the engineer. Mrs B remained unhappy and therefore complained to this service.

Our investigator said there was no evidence of an annual service being carried out in 2018. He said that was part of Mrs B's policy and, as it hadn't been done, he thought British Gas should reimburse her £65 she'd paid to have that service. But he didn't think there was enough evidence to say the corrosion was present, and therefore missed, by the engineer when he carried out the annual service in November 2019.

Mrs B didn't agree with our investigator's view. She thought it was partial and unfair and as she remains unhappy, the complaint has been passed to me to make a final 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.

British Gas has agreed to reimburse Mrs B the £65 she paid for the annual service it didn't do in 2018. I think that's a fair resolution to that part of her complaint and so I see no need to comment any further on that issue.

Mrs B believes the failure to carry out the annual service in 2018 might have contributed to the problems later on. But I think that's unlikely. If corrosion had been present in 2018, it's likely to have caused problems earlier than December 2019. And I think it's also likely to

have got worse during 2019 and so more likely to have been identified by the engineer who attended in November 2019.

And that's the main issue in dispute here. Did the engineer carry out an adequate annual service in November 2019? Had he done so, it's more likely than not he would have identified any corrosion at that time. As Mrs B's boiler was condemned by a third party engineer five weeks later, Mrs B thinks it's likely the engineer didn't carry out a thorough check of the boiler and missed the corrosion. She's found evidence online to support the fact that corrosion most often happens over a long period of time. She also questions the accuracy of the checklist produced by the engineer and the thoroughness of his inspection of the boiler.

For its part, British Gas said it had investigated the matter and spoken to the engineer who attended in November 2019. It said he was an experienced engineer and thought it unlikely he'd turn a blind eye to an issue if he saw one.

In terms of evidence, Mrs B has said she still has her old boiler and British Gas could have looked at that to establish the cause. She's also provided photographs she took at the time. I asked British Gas to comment on the photos. It said it was impossible to diagnose from those photos where the water leak came from in the boiler. It said it might have been possible if it had been able to physically inspect the boiler within a couple of days of it being removed from the wall. But noted that Mrs B hadn't reported the issue to British Gas until several weeks after the new boiler had been installed.

British Gas also said that, had the extent of the corrosion shown in the photos been present when its engineer attended in November 2019, there is no way he would have left the boiler like that and not commented on it. It said its engineers are trained to carry out further tests if they find corrosion inside a boiler to ensure it's safe. It said it didn't believe the corrosion was present during the visit in November 2019.

As I've said, Mrs B believes it's unlikely that corrosion could be severe enough to condemn a boiler within 5 weeks and thinks it's most likely the corrosion was there in November 2019 and the engineer missed it. British Gas has said it is possible for corrosion to act that quickly. Its technical experts have said that if the condensate pipe leaks, it's acidic. And when mixed with condensation, it can corrode a boiler very quickly. Its experts said it was impossible to tell what happened in this situation as it didn't get the opportunity to inspect the boiler before it was replaced. But they said they were confident the engineer would have noticed the corrosion if it had been present during the November 2019 visit.

In situations like this, where evidence is incomplete or contradictory, I reach my decision on the balance of probabilities. In other words, what I consider most likely to have happened in light of the available evidence and wider circumstances. And having carefully considered all the available evidence in this case, I'm more persuaded by the evidence put forward by British Gas. That's not to say I've discounted the evidence put forward by Mrs B. But I think it's possible for the type of corrosion found by the third party engineer to have developed in the period between the annual service in November 2019 and the visit by the third party engineer five weeks later. And, on balance, I think it's more likely than not that the British Gas engineer would have noticed the corrosion and/or the leak had they been there when he visited in November 2019.

So, in summary, I think British Gas should reimburse Mrs B for the missed annual service in 2018. But I don't think there's enough evidence to say its engineer carried out an inadequate inspection of Mrs B's boiler when he conducted an annual service in November 2019. So, I don't think British Gas need to do anything more than reimburse her for the missed annual service.

### **My final decision**

For the reasons given above, I partly uphold this complaint and require British Gas Insurance Limited to pay Mrs B £65 to reimburse her for the missed annual service in 2018, if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 25 August 2021.

Richard Walker  
**Ombudsman**