

The complaint

Mr A has complained that British Gas Insurance Limited didn't properly service his boiler annually under the terms of the Homecare policy he held with it.

What happened

Mr A bought a homecare policy with British Gas and as part of the cover it provided Mr A with an annual service of his boiler.

Mr A said two pipes had burst at different times. When the second pipe burst, an independent engineer told Mr A that the boiler hadn't been serviced in line with the manufacturer's service standard.

Mr A complained to British Gas. He provided a copy of an email exchange between him and the manufacturer. Mr A believed British Gas should have carried out a more thorough service. He said if it had, the pipes may not have burst. Mr A thought it was possible that the boiler was running less efficiently as a result of what he found to be a limited service over the years to his boiler.

British Gas replied to Mr A's complaint in September 2021. It didn't uphold his complaint. It said it had carried out an annual service as it defined under the policy.

Mr A remained unhappy and asked us to look at his complaint. He wanted compensation for the lack of proper servicing of his boiler, for British Gas to cover the costs of the damage to his home as a result of the burst pipes, for having to seek alternative accommodation and to refund two excesses he said he'd paid.

Our investigator didn't recommend Mr A's complaint should be upheld. He found that British Gas had acted reasonably and in line with the policy.

Mr A didn't agree. In summary he believes British Gas should do more when carrying out an annual service.

So as Mr A doesn't agree, the case has been passed to me to decide.

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.

Mr A's policy with British Gas provides cover for repairs in the event of damage or breakdown to the boiler. Included in that cover is an annual service. British Gas provides a definition of what it means by an annual service within the policy wording. It says:

“annual service

- a check in each period of agreement to ensure that your boiler, gas appliance or central heating, and ventilation is working safely and in line with relevant laws and regulations.”

And British Gas provides further details of what happens during the check in as follows:

*“One of our engineers will visit your home to complete your annual service. This will include testing the gasses your appliance or boiler produces.
If the visit shows that it's necessary to take your appliance or boiler apart to adjust or clean it, we'll do so.
During the visit, our engineer will fill in a checklist that shows you exactly what we've looked at. If we find a problem or fault that needs to be fixed, we'll tell you about it.
If your product:*

- includes repairs and has an excess or fixed fee you will have to pay this before we repair it; or*
- is service only, our engineer may give you a quote to have the work done”*

I appreciate that Mr A is of the view that British Gas hasn't carried out an annual service to the manufacturers' standard. In the email exchange between Mr A and the manufacturer 'V', V said there are two types of service: an annual safety check and a full service. Ultimately it's for Mr A to decide which service he wishes to have – but having read the terms and conditions of the Homecare policy he holds with British Gas; I'm satisfied it made it clear what was involved in its annual service. And so for this reason, I cannot say that British Gas has acted unreasonably. I think its shown that it provided an annual service in line with the terms of the policy.

I haven't seen any evidence to show that the way British Gas carried out its service has resulted in Mr A's boiler operating less efficiently or led to the burst pipes. And so I don't think British Gas is responsible for the disruption caused as a result of the burst pipes – or for Mr A having to pay the excesses he did when he made a claim.

I appreciate that Mr A will be very disappointed with my decision. But from what I've seen, I think British Gas has dealt with his complaint in a reasonable way. So I'm not asking it to do any more.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 27 January 2022.

Geraldine Newbold
Ombudsman