

The complaint

Mr G complains that British Gas Insurance Limited (BG), with whom he had home care insurance cover, failed to properly service his boiler in 2020. He said this led to it breaking down and having to be replaced in 2022.

What happened

Mr G had home care insurance cover with BG. This provided boiler, controls and central heating cover, including an annual service. Mr G said his boiler was around 40 years old at the time he'd had to replace it.

BG thinks that the boiler was around 23 years old. It said the manufacturer stopped making the appliance some years ago.

Mr G's policy year ran from 11 August to 10 August.

I understand that Mr G had been happy with the service provided under this insurance until 2019. He said that in 2019, a BG engineer had fitted a drain to his boiler, which was used to flush through his radiators, keeping the boiler system clean. He said the engineer had said that the radiators must be flushed each yearly service. But that this wasn't done at any of the services between 2020 and 2022, even though he'd asked the engineers to do it.

Mr G said that on 11 July 2019, BG's engineer couldn't have carried out a proper service, as he only spent a matter of minutes with the boiler. He said he'd called BG in 2020 to tell them his boiler hadn't been properly serviced in 2019.

BG sent an engineer on 7 August 2020. Mr G said this engineer was also only in the house for 10 minutes before he left. So he didn't consider he'd done a proper service either. And complained to BG. I understand that Mr G had raised a few complaints in August 2020 about the quality of the service.

BG replied to the complaint about how thorough the August 2020 service had been carried out on 15 September 2020. It apologised for the service. And said it would arrange for feedback to be given to the engineer. It also said it had arranged a further appointment for 16 September 2020 to have the boiler serviced again.

BG's engineer's log from 16 September 2020 showed that this service was carried out. It also showed that a thermostat was needed. The engineer ordered this and replaced it two days later.

Mr G said that his boiler broke down due to the lack of a service on the 29 March 2022. He said the BG engineer who attended on that date said the system was choked at the back. BG's engineer's noted recorded: "*Diverter passing hydro block jammed*", and said the

two parts needed for a repair were obsolete, which meant he couldn't repair the boiler.

Mr G said he had a new boiler fitted at a cost of £3,620 on 8 April 2022. I understand that BG arranged for Mr G's 2021/2022 premium to be refunded to him when it had established

that it couldn't repair his old boiler.

Mr G complained to BG. He felt his boiler had broken down due to its failure to properly service it between 2020 and 2022. He acknowledged that he'd received a refund of his 2021/2022 premium. But felt it was wrong for BG to have taken his premiums in the knowledge that it couldn't repair the boiler. He still felt that his boiler wouldn't have needed to be replaced if it had been serviced properly. And he said it hadn't been serviced properly in 2020 as in his view it took at least half an hour for the boiler to be serviced. But he said the engineer was only there for five minutes.

BG issued its final response to the complaint on 23 June 2022. It said it hadn't missed any annual services. But it acknowledged that as Mr G felt that the 7 August 2020 service hadn't been properly carried out, he felt that no annual service had actually taken place in the 2019 to 2020 policy year. As such, BG offered to reimburse Mr G £65 for the missed service. It noted that Mr G hadn't accepted its offer.

BG also noted that Mr G's boiler had been on a reduced parts list since 2015. And that both parts that had been needed to fix his boiler on 29 March 2022 were obsolete. It said this was why it couldn't be repaired. BG said that Mr G's Annual Service Renewal Documents had stated the following:

"Important Information about parts availability –

Your boiler's manufacturer stopped making your particular boiler a while ago. They're still making some parts for your boiler, however, some parts are becoming difficult to source. This means we may not be able to fix your boiler if it breaks down, but will do our best to keep it running for as long as possible".

Overall, BG didn't agree that Mr G's boiler had broken down due to any issues with the annual service.

Mr G was unhappy with BG's response. So he brought his complaint to this service.

Our investigator didn't think that the complaint should be upheld. She couldn't evidence that the boiler had broken down because of something BG had done wrong. She was also satisfied that the parts required for the repair were obsolete. So it was fair for BG to have told Mr G that it couldn't repair the boiler.

Mr G didn't agree with our investigator. He felt that the BG engineers who'd serviced his boiler in 2019 and 2020 hadn't done anything during their visits. He said the drain hadn't been cleaned. Mr G felt that the least BG should compensate him for was for the cost of two years' annual service fees and a contribution towards the cost of his new boiler.

As agreement couldn't be reached, the complaint has come to me for a final review.

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'm not going to uphold it. I'll explain why.

Mr G would like BG to reimburse him for both the 2019 and 2020 annual services. He'd also like it to contribute towards the cost of his replacement boiler.

As our investigator noted, BG has already responded to a complaint about the 2020 service in September 2020. And Mr G didn't bring his complaint to this service within six months of its response. Therefore I agree that I can't ask BG to reconsider its offer to reimburse the £65 the 2020 service would've cost.

However, as our investigator did, I can provide general comments about our approach here. In doing so, I will also consider whether there's any evidence that the annual services weren't carried out properly and that this led to the breakdown of the boiler.

I first looked at the policy terms and conditions. These state that an annual service is:

- 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.

The terms and conditions go on to state the following:

One of our engineers will visit your home to complete your annual service. This will include testing the gases 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.

In order to conclude that the annual services weren't adequate, and had been the cause of the boiler breakdown, we'd have to see expert evidence stating that was the case. From the description given in the terms and conditions, and from the engineer's logs, I've not seen any evidence that BG's engineers failed to do what they were supposed to do for the 2019 and 2020 annual service.

However, BG has offered to refund Mr G the £65 cost of the 2019/2020 policy year annual service, on the basis that the replacement service it agreed to carry out didn't take place in the same policy year. In doing so, it acknowledged that Mr G didn't feel that the 7 August 2020 service had been appropriately carried out. As such, I consider that it was fair for BG to have offered Mr G reimbursement for the service in the 2019/2020 policy year, as he felt he didn't have the benefit of the annual service that year.

I acknowledge that Mr G hasn't accepted this offer. But BG has confirmed that the offer is still available if Mr G changes his mind.

I can see that Mr G felt he'd previously had a good service from previous BG engineers. From what he's said, it appears that they may have provided him with a service that was over and above that covered by the policy. For example, Mr G said that an engineer who'd attended his home in 2019 had fitted a drain to his boiler. And told him that the radiators had to be flushed each yearly service. Mr G said this hadn't been done at any of the services between 2020 and 2022, despite him asking for it. He considers this led to the boiler breakdown.

But the policy terms and conditions show that flushing the radiators wasn't included in an annual service. Instead, a service's aim was to check that the boiler was still working safely.

BG could've provided other services to Mr G outside of his existing agreement with it. The policy booklet also explained that a "*Powerflush*" could be available. And that it would tell a customer if their system needed a power flush to work properly. The policy booklet said:

"You'll need to pay for it separately – it isn't included in your cover"

Overall, I've seen no evidence that the annual services weren't carried out in line with the terms and conditions of the policy.

I next considered if BG was in anyway responsible for the breakdown of the boiler. And if it took the steps it should've taken after the boiler broke down.

The breakdown of the boiler

As I noted above, Mr G said that BG installed a drain in 2019. He said he was told this needed to be flushed through yearly.

From what I've seen, the engineer's notes from 2019 don't state that the drain needed to be flushed every year. And, as I noted earlier, BG's policy booklet was clear about what the annual service covered. And it didn't include an annual flush.

I also consider that there's no evidence that the lack of an annual flush between 2020 and 2022 led to the boiler breakdown. I say this because I've seen no evidence that the parts which were identified as needing replacement in 2022 had failed because the drain hadn't been cleaned.

I acknowledge that Mr G doesn't agree. He said that the BG engineer who'd identified the breakdown said that the *"boiler is choked at the back"*. He felt this was from the rust in the radiators that should've been flushed through during the annual service.

BG's engineer's notes from March 2022 said that the boiler failed because: *"Diverter passing hydro block jammed"*. BG told this service that the hydro block/diverter valve is a sealed non-serviceable item. As such, nothing preventative would've been done to this item at the time of the service. It said that the part could've looked perfect at the time of the service but failed completely the very next day.

I have no evidence to dispute what BG has told this service on this point. So I can't agree that the service of the boiler would've impacted this.

Once BG had identified that the boiler needed repair in 2022, it discovered that the parts needed for the repair were obsolete. I've seen the evidence for this. BG then followed the terms and conditions of the policy. These said, under the: *"What's covered"* section:

A replacement for your boiler if we can't repair it and:

- *it's less than seven years old; or*
- *it's between seven and ten years old, we installed it and it's been continuously covered by us under either a warranty or HomeCare product*

As the boiler couldn't be repaired, and was over ten years old, BG didn't need to contribute towards the replacement boiler under the terms of the policy. But, I understand that it returned the premium for the 2021/2022 policy year as it hadn't been able to repair Mr G's boiler due to the obsolete parts. I consider that BG acted fairly under the circumstances here.

I also considered Mr G's complaint that BG had continued to charge him for cover it couldn't provide.

Did BG fairly continue to charge Mr G for the cover?

I understand that Mr G also wanted to know why BG could still charge him the full insurance premium when it knew it couldn't get the parts for his boiler. He felt that if BG knew the boiler was obsolete, it knew it couldn't fulfil its obligations to repair it.

BG said that it had told Mr G in 2015 that his boiler was on a reduced parts list. It also noted that Mr G's Annual Service Renewal Documents had stated that certain parts might not be available for his boiler.

From what I've seen, Mr G's annual service renewal documentation confirmed that his boiler manufacturer stopped making his boiler a while ago. And noted that some parts were difficult to source. But I don't agree that this should've meant BG stopped covering Mr G's boiler. I say this because it couldn't have known whether a part was obsolete or not until it was needed. For example, it was able to source and replace a part in September 2020. And when it became clear that the boiler couldn't be repaired due to the two required parts being unavailable, BG returned that year's premiums.

Overall, I've found no evidence that BG failed to carry out the annual services appropriately. Or that the boiler needed replacing because of something BG did wrong. And I'm satisfied that BG has acted fairly by reimbursing Mr G for the 2021/2022 policy year. And offering to further reimburse him £65 for the 2020 annual service. Therefore I can't uphold this complaint.

My final decision

For the reasons given above, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 6 January 2023.

Jo Occleshaw
Ombudsman