

The complaint

Mr P complains that British Gas Insurance Limited (BG) didn't provide a full service of his boiler under his home emergency policy. He said this led to him needing to replace his boiler.

What happened

Mr P held a home emergency policy with BG from March 2021 to March 2022. This provided boiler, controls and central heating cover and repairs in the event of breakdown or damage to the boiler. It also included an annual service of the boiler.

I understand that Mr P's boiler was around eight years old and that it had been serviced every year.

BG first inspected Mr P's boiler in May 2021 and his first annual service was carried out on 14 February 2022. Both inspections showed the boiler was operating correctly. BG also said that Mr P had confirmed at the time of annual service that the boiler had no faults.

In 2022 Mr P cancelled his policy and moved to another provider for his boiler cover.

I understand that Mr P's new insurer looked at the boiler, but that they had to call the manufacturer to inspect it in May 2022. The manufacturer's engineer advised that the boiler was unrepairable and that this should've been noted at the annual service. They also said that there were a number of issues with the boiler which required parts.

The engineer noted that there was no evidence a specified seal had been replaced. And also felt that the boiler hadn't been cleaned at the time of the annual service in February 2022.

Mr P complained to BG. He felt that BG should've identified the problems that his new insurer and the boiler's manufacturer had noted. And that if BG had carried out a proper service and cleaned certain parts of his boiler then it wouldn't have failed. He asked BG to contribute towards the cost of a replacement boiler.

BG issued their final response to the complaint on 15 August 2022. They didn't think they'd done anything wrong. They said they'd also asked their Customer Delivery Manager to review the complaint and he agreed that they couldn't be held liable for the issues he now had with his boiler.

BG said that their terms and conditions stated:

"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"

BG said that on both of their most recent visits there'd been no need to take the boiler apart and repair any individual parts.

BG also said that Mr P had noted that the fault only occurred after he'd moved to another insurer. They said that if he'd still been with them they would've replaced the parts required.

Mr P didn't agree. So brought his complaint to this service. He said that when BG had first inspected his boiler in February 2022 they'd deemed it to be in great working order. But three months later he was told that there were problems with the boiler. He said the engineer told him that BG hadn't followed the instruction on the boiler which said it should be cleaned in a service. He was also unhappy with the level of service from BG and their responses to him. He wanted BG to pay or replace the boiler.

Our investigator didn't uphold Mr P's complaint. She felt that BG had complied with the terms and conditions of the policy, which didn't require the boiler to be cleaned as long as it was working safely. And she didn't think that there was enough evidence to suggest there was an issue with the boiler in February 2022.

Mr P disagreed with our investigator. He said that the manufacturer had confirmed that the boiler was not in full working order when they inspected it in May 2022. And that they'd told him it was beyond economical repair. He said he'd been told that the filter had never been cleaned or replaced and felt that this had caused his boiler to get blocked.

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 know my decision will be disappointing to Mr P. I'll explain the reasons for my decision.

Mr P feels that if BG had carried out a proper service of his boiler, including following the instructions on it which said it should be cleaned in a service, then it wouldn't have needed to be replaced.

I first considered whether BG had carried out the annual service in line with their terms and conditions.

The terms and conditions define "annual service" as:

"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".

There's also a "visiting you" section of the policy that states:

"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".

So the purpose of the annual service is to ensure that the boiler (and the other elements listed) are working safely, and that the testing involved is designed to do this. During the February 2022 annual service, BG's engineer carried out the required checks, but found no need to take the boiler apart and clean it at this time because the boiler was working safely.

I understand that Mr P also felt that his boiler had no faults at this time.

As there's no evidence that there were any faults on the boiler at the time of the February 2022 service, I consider that BG did carry out the service in line with their terms and conditions. And, although I understand why Mr P feels that the engineer should've followed the instructions on the boiler and cleaned it during the service, this wasn't required under the terms of the policy. I also note that BG's engineers have recommended system improvements at various points in time since 2019.

When the boiler's manufacturer's engineer inspected Mr P's boiler in May 2022, he noted a number of issues with it that would require new parts. Although he said the boiler was safe, he felt the cost of the repairs meant that the boiler was beyond economic repair. This meant that the expected cost of the repairs was likely to be greater than the cost of a new boiler, not that the boiler couldn't be repaired.

I understand that Mr P has confirmed that the faults on the boiler started after he changed to his new insurer. And, although Mr P considers that the failure to clean or replace the filters caused the boiler to get blocked, I've no evidence to suggest that this is the case.

BG said that they would've only identified that those parts were needed if there had been a fault. And that if they had found faults with the boiler during cover, they would've replaced the required parts. But I've seen no evidence of a fault being apparent during Mr P's time on cover with BG between March 2021 and March 2022.

As I've seen no evidence that BG failed to repair a fault during the time they provided cover to Mr P, it wouldn't be fair or reasonable to ask them to contribute towards the cost of a new boiler, or to repair the boiler. From what I've seen, the faults only occurred after Mr P had moved to a new insurer. And, as I've seen no evidence that BG failed to carry out the annual service properly, I can't fairly say that they should've identified any faults earlier.

Therefore I can't uphold this complaint.

My final decision

For the reasons set out above, I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 6 December 2022.

Jo Occleshaw
Ombudsman