

The complaint

Ms C is unhappy that British Gas Insurance Limited condemned her boiler. She says it only needed replacing because it was damaged intentionally by British Gas's engineer.

What happened

The details of this complaint are well known to both parties, so I will not repeat them again in full detail here. But to briefly summarise, Ms C's boiler is covered by a HomeCare plan underwritten by British Gas. During early 2022 an engineer visited several times to address a leak. He fitted some new parts, but ultimately advised Ms C that her boiler required replacing.

Ms C says British Gas's engineer intentionally damaged the electrics of the boiler, which is why it required replacement. British Gas investigated the complaint. It accepted that the engineer took too long, over too many visits, before advising the boiler required replacement. It initially offered £50 compensation for the poor service, and later increased this amount to £150. But it said the correct process had been followed in terms of attempting repair before advising the boiler required replacement. And it didn't accept that its engineer had damaged Ms C's boiler.

Our investigator considered the complaint but didn't think it should be upheld. She said the engineer's notes persuaded her that the boiler required replacing and she hadn't seen any evidence to support Ms C's concern that the engineer damaged the boiler intentionally. She agreed the level of service Ms C received could have been better. But she felt the £150 paid by British Gas was enough to fairly compensate her for the impact of the poor service.

Ms C didn't accept our investigator's opinion. As no agreement has been reached, the complaint 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.

Having done so, I agree with the conclusions reached by the investigator. I'll explain why.

Ms C's policy covers her for, among other things, repairs to her boiler and controls. It also covers replacement of the boiler if its unable to be repaired and is under 10 years old (subject to other conditions). But Ms C's boiler was over that age.

Ms C disputes that her boiler required replacement. But British Gas has supplied a record of all visits to Ms C's property since 2015 which shows she was advised to get a new boiler on multiple occasions prior to 2022. An insurance renewal explained this was because the boiler manufacturer was no longer making parts, which meant it was becoming more and more likely that an issue would result in the boiler not being repairable. The final entry on the job record in 2022 shows the engineer concluded that a new boiler was now required.

British Gas has told our service the reason a new boiler was required was because of the manifold. Ms C had a third party replace her boiler, but she kept the manifold back. She says her engineer advised there was no problem with the manifold. British Gas sent out a second engineer when investigating Ms C's complaint. This engineer said there were slight signs of corrosion to the manifold, near where the seal would go. But it was impossible to tell whether this would have leaked without it being in place. And as the boiler had already been replaced, there was no way to test this.

I've considered the photos of the manifold provided by British Gas. I'm unable to see any obvious signs of corrosion. But I am not a heating engineer. British Gas has provided comments from two qualified engineers which support that there was some corrosion and that the boiler required replacement. While Ms C says her engineer told her the manifold was fine, she hasn't provided anything to support this, such as a report or comments from her engineer. So, taking into account the age of the boiler, the number of times a new boiler was recommended in the years leading up to 2022, and in the absence of any expert evidence to the contrary, I'm persuaded on balance that the boiler was correctly condemned.

In addition to the above, even if it could be shown that Ms C's boiler shouldn't have been condemned at the point it was, given the age of the boiler and the lack of parts, it's likely at some point in the not-too-distant future it wouldn't have been repairable and would have needed replacing. And Ms C would always have needed to pay to replace her boiler at this stage. So, even if Ms C could show British Gas was wrong to condemn her boiler when it did overall the end point is the same, it's just been brought further forward. But ultimately, I'm not persuaded British Gas was wrong to condemn the boiler, based on the evidence I have seen.

I've also seen no evidence to support Ms C's assertion that it was the British Gas engineer who damaged her boiler. I can see that British Gas attempted to investigate this, but by the time it sent a second engineer out, Ms C had already replaced her boiler. I can understand why Ms C replaced her boiler, given the time of year and the fact her boiler was no longer working. But British Gas were unable to inspect the alleged intentional damage and says the photos Ms C has provided were taken after her engineer had removed the boiler casing. So, in these circumstances I'm not persuaded, even on the balance of probabilities, that the electrical damage was most likely caused by British Gas's engineer – either intentionally or otherwise.

British Gas has accepted that it ought to have condemned the boiler sooner than it did, and that this resulted in too many visits taking place before this happened. It has offered £150 compensation for the impact of its service failings here. Taking everything into account, I think £150 is sufficient to fairly compensate Ms C for this.

I'm sorry to disappoint Ms C. But it follows that I'll not be making any further direction against British Gas.

My final decision

My final decision is that I do not uphold this complaint about British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 17 February 2023.

Adam Golding
Ombudsman