

The complaint

Mr M complains British Gas Insurance Limited failed to properly service his boiler under his HomeCare insurance policy, resulting in it requiring replacement.

What happened

In 2022, Mr M says a British Gas engineer carried out an annual service and recommended his boiler be replaced due to corrosion. Mr M says this was news to him, as during previous visits, there was no mention of corrosion and the boiler was said to be in working order. He thinks corrosion occurred as the result of British Gas failing to maintain the boiler and missing a previous leak, so they should pay to replace it.

British Gas say Mr M's boiler was over ten years old, so the policy didn't entitle him to a replacement boiler. They say corrosion could have happened at any time due to several reasons, and the job history notes left by engineers don't support they failed to service it correctly. They removed the boiler from cover after recommending it be replaced and refunded the premiums Mr M paid at renewal.

Mr M says he and his partner are retired, have underlying health conditions, and couldn't afford a new boiler. He approached our Service for an impartial review, but our investigator didn't recommend the complaint be upheld. She wasn't persuaded British Gas failed to carry out annual services correctly, missed a leak, or caused corrosion to occur. She also didn't think Mr M was entitled to a replacement boiler under the policy.

Mr M responded to say private engineers inspected the boiler and said British Gas failed to maintain it which led to corrosion occurring. Mr M said, however, the engineers didn't provide a report to support this as they didn't want to become involved in the matter. He also provided photos of the corrosion. Our investigator reviewed Mr M's further comments and photos but didn't change her opinion on the matter. So, the case was passed to me to have our Service's final say.

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.

The policy says an annual service will be carried out each year to ensure a boiler is working safely. It also says British Gas will replace a boiler if they cannot repair it – provided a boiler is less than seven years old, or between seven and ten years old, was installed by them and covered under a warranty or HomeCare product. Mr M says his boiler was installed in 2010, so he wasn't entitled under the policy to a replacement. Mr M, however, says British Gas should pay to replace his boiler as they failed to maintain it, missed a leak having reported the pressure was dropping to them, and caused corrosion to occur.

I've reviewed job history notes completed by engineers following visits. In 2015, the notes suggest parts were required as the condense pipe had a hole in it causing water to leak into the boiler – leaving it inoperable. Further parts were replaced during this period and later, in

2019 and 2021, it's suggested a powerflush was recommended, as the engineer suspected sludge was present.

The notes suggest engineers during previous visits identified and resolved issues – and whilst there isn't anything to suggest corrosion was present prior to 2022, there also isn't anything to suggest engineers failed to identify and resolve issues found during these visits. So, although Mr M says British Gas failed to maintain his boiler, I'm not satisfied the job history notes support this.

Mr M also says British Gas missed a leak which resulted in corrosion occurring and his boiler needing replacement. He says private engineers inspected the boiler and said, broadly, corrosion was due to British Gas failing to maintain it. Mr M, however, hasn't provided evidence to support this – such as an independent engineers report that states where the leak he alleges British Gas missed was coming from, when it started, and why British Gas should have identified and resolved it sooner. In the absence of this, I'm unable to agree it would be fair and reasonable to conclude British Gas failed to properly service his boiler based on the job history notes, or missed a leak that later resulted in an engineer recommending it be replaced.

It's clear based on photos Mr M provided corrosion is present – that isn't disputed. British Gas referred these to their technical team who said, broadly, corrosion could have been caused by aggressive system water, and advice was given in 2019 for a powerflush to be carried out. They also say whilst they couldn't determine how long the rust had been there or taken this form, in severe cases with aggressive water it can be as little as six months. I note there was a period of roughly nine months between the 2021 visit where the engineer recommended Mr M carried out a powerflush, to an engineer in 2022 recommending the boiler be replaced.

I'm aware Mr M thinks the recommendation of a powerflush wasn't related to the boiler corrosion issue. However, a powerflush is generally recommended where a build-up of sludge, debris and rust is suspected to have accumulated within a central heating system. And if not carried out, can lead to corrosion, amongst other things. The claim notes suggest Mr M didn't go ahead with the recommendations in 2019 or 2021 to have a powerflush carried out.

I accept being informed the boiler was in bad condition as the result of corrosion would have been concerning for Mr M. I say this because the job history notes suggest the 2022 visit was the first time Mr M was informed of this. And having had his boiler serviced in the years prior by British Gas, I understand why he thinks they didn't carry out their responsibilities or missed something which caused it to later need replacing. But I haven't been persuaded on balance, based on what I've seen, there's evidence to support this.

British Gas removed Mr M's boiler from cover after it was recommended to be replaced and refunded the premiums he paid at renewal for that period which I think was reasonable. Because I'm not persuaded British Gas made an error or treated Mr M unfairly here, I won't be directing them to do anything.

I accept my decision will come as a disappointment to Mr M. But my decision ends what we – in attempting to resolve his dispute with British Gas – can do for him.

My final decision

For the reasons I've mentioned above, my final decision is I don't uphold it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or

reject my decision before 27 February 2023.

Liam Hickey
Ombudsman