

The complaint

Mr M complains about British Gas Insurance Limited's (BG) failure to properly maintain his boiler, under his home emergency policy.

What happened

Mr M said that he had held boiler cover with BG that included an annual service. He said that following a routine service, by BG, its engineer found that there was corrosion in the combustion chamber. As a result, he decommissioned the boiler. Mr M had to buy a new boiler at a cost to him of £2,931.00.

Mr M believed that as BG had been servicing his boiler for around nine years, it should have identified the corrosion much earlier. If it had done so, then he might not have needed to replace the boiler. So, he complained to BG as he wanted it to reimburse the costs of the new boiler that he had to buy.

In its final response, BG said that there was no evidence that its engineers had failed to identify corrosion. It said that during the last two annual services, no corrosion was found in the boiler. And both engineers outlined what steps they took to check for corrosion. So, it was difficult to ascertain when the corrosion started. And it said it wouldn't be liable for a contribution towards the cost of Mr M's new boiler. BG did however offer Mr M £40, as a gesture of goodwill for the frustration that he had encountered.

Mr M was given his referral rights and referred a complaint to our service, as he remained unhappy. One of our investigators considered the complaint and didn't think it should be upheld. She said that there was no evidence from Mr M that showed when the corrosion started. There was no evidence of corrosion when the engineers attended. Or that it was the result of BG's actions. For these reasons, she was unable to ask BG to contribute towards Mr M's new boiler. Unless Mr M was able to provide evidence to the contrary, that she could consider.

BG accepted the view. Mr M did not. He said that had BG carried out the annual services correctly, it would have found the corrosion sooner. And he would've been able to repair the boiler rather than replace it. There was no evidence from BG that it checked for corrosion. And he only wanted more compensation for the poor service, rather than reimbursement of the boiler. So, he asked for a decision from an ombudsman.

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 won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr M, but I hope my findings go some way in explaining why I've reached this decision.

Mr M held a home emergency policy with BG that provided cover for his boiler, including an annual service. Mr M explained that over the previous nine years BG had carried out annual services on his boiler. He said that had BG been thorough during the annual services, then it would have found the corrosion in his boiler earlier, which could've meant that he was faced with a repair, rather than the expensive replacement of his boiler.

BG said that it wasn't liable for a contribution towards Mr M's boiler, as its engineers had checked for corrosion during the last two annual services, and none was found. Further, there was no evidence as to when the corrosion started, and it was possible it could've started between the annual services.

I've considered what both parties have said and the evidence both have relied upon. I have also looked at the policy terms and conditions. To decide whether BG was fair and reasonable to decline to contribute towards Mr M's new boiler. I note that Mr M has now said that he would like BG to offer him compensation for the poor service, but when he initially complained to BG it was for either full reimbursement of the new boiler or a contribution towards it.

I've read the policy terms and conditions, and it allows in certain circumstances, for BG to replace Mr M's boiler. But I don't think Mr M's boiler met the conditions. These were that BG would replace a boiler that was less than seven years old (Mr M's boiler was around nine years old). Or if the boiler had been under 10 years old, installed by BG and serviced by BG (but I can't see that Mr M's boiler was installed by BG). As neither condition applies, BG had no obligation to replace or contribute towards the replacement boiler, under the policy terms and conditions.

BG has provided me with a work record, which details the work carried out by each engineer who attended to Mr M's boiler. This record effectively gives a contemporaneous account of the work carried out. Also, Mr M would have been given a job report following each visit. Having read the work record, I can see no evidence of corrosion being found anywhere on or in Mr M's boiler. In addition, BG said that the last two engineers who attended, detailed what steps they took to check for corrosion. And, that neither engineer found corrosion to be present. BG also said that the corrosion was likely started due to a leak that was localized.

Although, Mr M has said that corrosion of this kind would've taken a long time to manifest, which I agree. But what Mr M hasn't provided me with any expert evidence of when the corrosion started. Nor is there any evidence that could show that even if the corrosion was found earlier, it could be repaired rather than replaced. BG has provided evidence from its engineers (who would be considered to be experts) that no corrosion was visible on previous annual service visits. And that it couldn't provide a timeframe when the corrosion started.

It also said that it was possible that any corrosion could have occurred between the annual services. And this is a reason why it wasn't picked up until its engineer found the corrosion, following the last annual service.

In the absence of any expert evidence from Mr M that refutes what BG has said, I don't think it would be fair for me to direct BG to make a contribution towards Mr M's replacement boiler. Consequently, I think the £40 goodwill gesture is fair and reasonable for the frustration that BG said Mr M encountered.

Taking everything into account, whilst I understand how disappointed Mr M will be, I'm satisfied that BG were fair and reasonable not to contribute to the replacement boiler. And I think it was fair in its offer of £40 for the frustrations that Mr M encountered. Accordingly, I can't fairly ask BG to do anything more to resolve this complaint.

My final decision

For the reasons given, 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 M to accept or reject my decision before 10 March 2023.

Ayisha Savage
Ombudsman