

The complaint

Mr and Mrs C complain about the service they received from British Gas Insurance Limited in relation to their home emergency policy.

What happened

In early 2022, Mr C contacted British Gas about a problem with his boiler. British Gas arranged for an engineer to visit and attempt repairs. Another engineer went around the following day and found an issue that was resulting in the flame lifting off the burner and burning the boiler's case.

Mr C complained to British Gas. He believed the boiler was unsafe and could have caused a fire. He was concerned that British Gas hadn't carried out annual services properly, having looked at the condition of the inside of the boiler. He also raised concerns that he wasn't offered a discount on a replacement boiler and the salesman had told him he needed to make a decision the same day or wait six weeks for another appointment.

British Gas said it had maintained Mr and Mrs C's boiler as per manufacturer and industry guidelines. It said it believed the issues causing the hole had arisen between the last annual service visit and the breakdown visits. It said the boiler was recommended for replacement due to its condition and issues with internal leaks in 2019, but this advice was not taken. It said that once the defect was identified the boiler was correctly made safe and removed from the gas supply.

Mr C remained unhappy, so he asked our service to consider his concerns. Our investigator didn't think the complaint should be upheld. The investigator didn't think the issue with the boiler was likely to have been present at the last service. He thought British Gas had acted fairly as it had refunded the policy premium up to the last service.

Mr C disagreed with our investigator's outcome. He disputed being told to replace the boiler in 2019. He said they'd been paying for the insurance since 2007 and should have had a discount on a new boiler, but British Gas was the dearest and had the longest wait. He questioned how three engineers had missed the state of the inside of the boiler and then British Gas had said it had happened between services. He referred to the pictures of the boiler he'd sent us. So, 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've decided not to uphold Mr and Mrs C's complaint. I'll explain why.

Mr and Mrs C's policy provided cover for repairs in the event of a breakdown or damage to their boiler and central heating system. It also included an annual service for their boiler by a British Gas approved engineer to ensure it continued to run safely and efficiently.

British Gas says Mr and Mrs C's boiler was recommended for replacement due to its condition and repeated issues with internal leaks in 2019. Mr C disputes this. He says they were never told to replace the boiler in 2019, only that the model was not being made and some parts were becoming harder to get.

British Gas has provided a copy of a job history which includes information recorded by engineers who attended Mr and Mrs C's property for services and repairs.

The note for a visit that took place in March 2019 says: "*replaced parts attended to numerous leaks he in and out*". In August 2019 it's noted: "*Dried out after heavy rain, all now dry, advise on new boiler replacement*". There is also a code which British Gas says shows that an engineer has advised on getting a new boiler quote, which the customer has declined.

It's understandable that Mr and Mrs C might not remember what they were told in 2019. But on balance, I think it's likely that they were advised to consider getting a new boiler at that time.

British Gas has also referred to wording on the renewal documents in 2021, which it says also appeared on Mr and Mrs C's renewal documents for 2019 and 2020. This says:

"Your boiler's manufacturer stopped making your particular model of boiler a while ago. They're still making the most important parts for your boiler, some other parts are becoming difficult to source. This means we may not be able to fix your boiler if it breaks down, but we'll do our best to keep it running for as long as possible. In the unlikely event we can't fix the boiler, you may be able to get a refund dated back to when you last had work done, or to when you renewed your agreement – whichever's the most recent..."

So, I'm satisfied British Gas made Mr and Mrs C aware that they might not be able to fix their boiler if it broke down. And Mr C has told us they received a refund back to when the policy was renewed.

Mr C's main concern is that he doesn't believe annual services British Gas carried out were adequate. He's sent us a number of photographs of the inside of the boiler, which include evidence of corrosion.

The policy defines "*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*".

British Gas says the values for the boiler at the time of the last service (in November 2021) indicate the boiler was in a permissible range and do not indicate an issue with combustion. It says this would have been affected if there was a hole present in the case because it would alter the gas to air ratio.

I appreciate Mr C strongly believes his photographs indicate that the services weren't carried out effectively. However, British Gas says it believes that a combination of an internal leak causing moisture in the case and a newer flame lift fault occurring sometime between the last annual service visit and the next breakdown visits created an environment which caused the hole at a dramatically accelerated rate.

Mr C has acknowledged that the boiler was old and the information from British Gas suggests it was installed around 30 years before the most recent breakdown. I think the age of the boiler is also likely to have had a bearing on its appearance. I haven't seen sufficient evidence to persuade me that the boiler was unsafe at the last annual service or that British

Gas is responsible for the issues that occurred after this. So, I'm not persuaded that annual services British Gas carried out were inadequate.

From what I've seen and been told, the engineer who found the defect made the boiler safe. It's unclear why it wasn't spotted by him sooner or by the engineer who visited the previous day. I can understand why Mr C is concerned that they were left in a potentially dangerous situation. However, I can only consider what did happen and not what might have happened. Fortunately, the boiler was made safe before any damage to Mr and Mrs C's property occurred.

Mr C has also raised concerns relating to the quote he was given for a new boiler by British Gas. However, this is outside of the terms of his insurance contract, so I don't have the power to consider these matters.

I know my answer will be disappointing for Mr and Mrs C, but I haven't found reason to uphold their complaint.

My final decision

For the reasons I've explained, I don't uphold Mr and Mrs C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 29 March 2023.

Anne Muscroft
Ombudsman