

The complaint

Mrs L complains that British Gas Insurance Limited failed to properly service her boiler which led to it breaking down and having to be replaced.

What happened

Mrs L took out a British Gas home care insurance policy in November 2014. The policy provides central heating cover, plumbing and drains cover, home electrical cover, and a gas safety certificate. The policy includes an annual boiler service.

After the annual service in October 2022 the boiler was deemed unsafe. Mrs L says she was surprised by the assessment of the boiler so called an independent engineer to inspect it. The engineer said the boiler was unsafe and not repairable. The engineer also told Mrs L the boiler was not in a good condition and didn't look as though it had been serviced for years.

Mrs L called British Gas in November 2022 and cancelled the contract. She told British Gas why she was cancelling the contract and submitted a formal complaint with supporting documents.

Mrs L says she hadn't heard from British Gas by the beginning of December so she called them. She waited an hour on the call and spoke to someone who told Mrs L to resubmit the documents she previously provided. She was told someone from the complaints team would contact her within 48 hours. But no one did.

Mrs L says she has copies of British Gas' reports of the boiler which confirm it was safe. She says her own engineer said the deterioration in the internal condition of the boiler was too extensive to have occurred over the course of a single year but was a long-standing deep corrosion.

Mrs L says she paid for a service she doesn't think she received. And she has given British Gas ample opportunity to respond to her complaint. British Gas issued its final response in February 2023. It said when its engineer initially attended the boiler in 2015 it provided Mrs L with a quote for a new boiler but it was declined. British Gas said it had been out several times and repaired or replaced parts to ensure the boiler was safe to use. It also carried out an annual service. British Gas said in 2019 Mrs L was advised the boiler was in bad condition but was safe to use. In 2022 British Gas deemed the boiler unsafe. British Gas said its technical team reviewed Mrs L's engineer's report. They advised the boiler was in poor condition however up until the most recent safety certificate it was safe to use. British Gas did accept it should have contacted Mrs L when it said it would regarding her complaint, and that there was delay in dealing with the complaint. And so it paid Mrs L £70 by way of an apology.

Mrs L remained dissatisfied and so she brought her complaint to this service. Our investigator looked into things for Mrs L. She said she hadn't seen any evidence the boiler hadn't been serviced properly, and British Gas told Mrs L the boiler was in poor condition and needed to be replaced. And on that basis she didn't uphold the complaint.

Mrs L didn't agree with the investigator's view of the claim. She said she didn't think the boiler was safe given the extent of corrosion and its long-standing nature. So the complaint has come 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 it. So I don't require British Gas to do anything further in relation to this complaint. I've explained why below.

Where information I've got is incomplete or unavailable, as it is here, I must base my decision on the balance of probabilities. I can see Mrs L has gone to some trouble to provide our service with some very detailed submissions; including specific points about the service she received, and a report from an independent engineer who inspected the boiler. I want to assure her that I've read everything she's sent us. I hope she'll understand if I don't address every comment she's made in this decision. I intend to concentrate on what I consider is key to the complaint.

It's clear Mrs L feels very strongly that her complaint should be upheld. As a longstanding customer I recognise that she feels let down by the service she has received. But while I can understand Mrs L's frustration, our service is impartial. We don't take either side's instructions on how we investigate a complaint, and we don't regulate or punish businesses. My role here is to assess whether I think British Gas made a mistake or treated Mrs L unfairly.

I've considered the terms and conditions of Mrs L's policy. I need to consider these because the policy terms detail what was agreed between Mrs L and British Gas when the policy was purchased. And to see whether British Gas acted reasonably I need to decide whether it acted in line with what was agreed in relation to annual service appointments.

The terms and conditions say that an annual service is, *"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 regulation."* And based on the evidence provided by British Gas I can see the boiler was serviced regularly in line with the terms of the policy.

The insurance policy is to service annually and keep the boiler working safely. It's not a maintenance contract and doesn't include any improvements or upgrades. Mrs L thinks British Gas should have told her about the corrosion previously, but I think given the boiler was deemed safe and the relevant certificates were issued I think British Gas acted as I would have expected.

Mrs L provided a report and some photographs taken by her own contractor which says the boiler hasn't been serviced properly for some time. The contractor inspected the boiler after British Gas deemed it unsafe. The contractor's comments have been put to British Gas who referred them to its technical team. The technical team were satisfied British Gas had attended the property each year, carried out a service, carried out necessary repairs, and not left the tenant or landlord at risk. The technical team also said it recommended a new boiler in 2015 and in 2019 it advised the boiler was in 'bad condition.' So I think Mrs L would have been aware the boiler had some issues prior to it being deemed unsafe in 2022. British Gas are entitled to rely on the opinion of its experts when dealing with claims of this nature. So I can't say it has done anything wrong here.

Mrs L doesn't think the boiler was actually safe from 2019 onwards. But at that stage she was told it was in 'bad condition.' Further the evidence provided by Mrs L is based on an inspection *after* the boiler was deemed unsafe. And whilst I don't underestimate the experience of Mrs L's contractor the evidence from British Gas is contemporaneous and provides details of the repairs to the boiler over a number of years. The corrosion being present isn't in dispute. But British Gas have said the boiler was safe to use until 2022 when it was no longer safe. And so I'm satisfied British Gas acted in line with the terms and conditions of the policy.

Mrs L wants British Gas to refund her premiums, contribute to the cost of the new boiler and pay compensation of £5,000. But since she has had the benefit of the policy including the annual service and the repairs, I don't think it's fair to ask British Gas to refund those premiums.

As to the payment towards the new boiler I've thought about what Mrs L has said about British Gas not servicing her boiler properly. But I'm not an expert. So I can't say the boiler stopped working as a result of poor servicing as opposed to – for example, its age. So I don't think it's fair for me to say British Gas should contribute to the cost of Mrs L's new boiler.

My final decision

For the reasons I've explained I'm not upholding Mrs L's complaint about British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 5 April 2023.

Kiran Clair
Ombudsman