

The complaint

Mr H complains that a British Gas Insurance Limited (British Gas) engineer damaged his boiler beyond repair and caused further damage to a kitchen worktop following a claim he made under his home emergency policy.

What happened

Mr H says British Gas repaired his boiler in March 2022, which left it “*as good as new*”. In June, he contacted it again due to another fault. The printed circuit board (PCB) for the boiler was replaced at this time. He says the PCB had been replaced in March, but it was thought the replacement component had been faulty.

Mr H says there were no further issues until October 2022, when he could smell gas. He says a service was also due around this time, so he contacted British Gas again. Mr H says its engineer couldn’t identify the problem. He had to contact other engineers for assistance Mr H says because of this he wasn’t confident in the engineer’s ability. However, the engineer managed to complete the repairs and also carried out a service.

Mr H says he could still smell gas when using the boiler, so he contacted British Gas again. The same engineer attended. Mr H says he used a gas detector and questions why this wasn’t used previously. The engineer replaced a valve gasket, but the smell persisted. More gaskets were ordered. These were fitted by the engineer on another visit, but this didn’t fix the boiler.

Mr H says several more parts were ordered, and these were fitted by a different engineer. But again, this didn’t resolve the problem. He was then told there was a carbon monoxide leak from the boiler, and that it had to be condemned. Mr H says he has a carbon monoxide detector near the boiler, and this hadn’t gone off previously. He thinks this shows that British Gas’s engineer damaged his boiler. He says the engineer also scratched the kitchen worktop when he was carrying out the repairs.

Mr H says he was promised a discount on a new boiler that didn’t materialise. And that his kitchen was further damaged when the new boiler was installed.

In its complaint response British Gas says its engineer didn’t damage Mr H’s boiler. He’d found multiple faults and replaced several parts to try to repair it. It says its engineer managed to resolve the gas leak, but the carbon monoxide reading was showing as dangerously high. British Gas says the boiler had to be condemned as the parts needed weren’t available to complete the repair.

British Gas says a senior engineer was sent the next day to inspect Mr H’s boiler. He agreed with the first engineer’s diagnosis that the boiler must be condemned. It says Mr H’s complaint about his kitchen worktop was referred to its insurer and he was paid £295 in settlement of the matter. British Gas says it also paid £50 compensation for a delay in responding to his complaint.

Mr H didn’t think this outcome was fair and referred the matter to our service. Our

investigator didn't uphold his complaint. She says the boiler was approximately 25 years old and beyond economical repair. She thought British Gas's engineers had tried to fix the boiler but had reasonably shown this wasn't possible. Our investigator thought it fair that British Gas had paid £295 for the kitchen worktop damage, despite its engineer denying he'd caused this. She said it was also fair that British Gas had waived the £99 excess fee as its repair attempt wasn't successful.

Mr H didn't accept our investigator's findings and asked for an ombudsman to consider his complaint.

It 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'm not upholding Mr H's complaint. Let me explain.

I've read the engineer records British Gas supplied. Visits took place in June and July 2022, which involved the replacement PCBs. There was then a gap between engineer attendances before the next visit took place in October. The records show a new valve and combustion gaskets were fitted. In a subsequent visit the engineer noted a gas leak was fixed but there was an issue with the carbon monoxide level. This is referenced in the notes with an entry that says, "*Fitted gas manifold gaskets fixed gas leak now ratio is well out*".

I can see a different engineer visited the following day. He also confirmed the readings were high. British Gas says this was the view of one of its senior engineers.

British Gas has provided information to show Mr H's boiler was on a "*reduced service list*". It says this is because the boiler stopped being produced in 2010 and some of its parts are no longer available.

I acknowledge Mr H's view that the engineer must've damaged his boiler. But I've not seen evidence to support this. The records show he reported a smell of gas. The engineer thought this was due to faulty gaskets. These were replaced and the leak was stopped, but there were other issues with the boiler that couldn't be repaired.

In its submissions to our service British Gas says Mr H's boiler is 25 years old. I note his view that the age of his boiler isn't known definitively. However, this is the opinion of the expert engineers who attended. I don't think it's unreasonable for British Gas to rely on its engineer's opinion regarding the approximate age of the boiler.

Mr H hasn't supplied a report from an independent engineer that shows British Gas damaged the boiler or that it could've been repaired. I'm not an expert in this field, so I must rely on the view of those who are. Based on this evidence, I'm satisfied British Gas's engineers tried to fix Mr H's boiler, but as the boiler had been discontinued, the parts needed to complete the repair weren't available.

I acknowledge Mr H's comments about the carbon monoxide detector not registering an issue prior to the engineer's attendance in October 2022. I understand the point he's making – but I'm not persuaded by his comments that he's shown British Gas is responsible for his boiler being condemned.

I've thought about Mr H's comments that he was promised a discount on his new boiler. We

asked British Gas if it had a recording of this call. It didn't. It says calls are only kept by its sales team for 90 days. It has provided a copy of a note that was taken from this call. It says its agent wouldn't have been in a position to have provided an outcome at that time. It thinks Mr H may have confused a discount with comments its agent made about not charging the excess fee.

I don't dispute Mr H's recollection of what was discussed in this call. But I haven't been able to listen to it to establish what was said. Mr H has provided screenshots of emails he exchanged with British Gas after his boiler was condemned. In one of these emails, he says:

"There has still been no further correspondence....and a discount for the fact we went from a fully functioning boiler that went from a gas leak to high carbon monoxide issue following numerous attempted repairs as we have previously detailed..."

This indicates a discount was discussed. However, I can't see that it was agreed. Similarly, I don't think British Gas is responsible for Mr H needing a replacement boiler. Based on this evidence I can't reasonably conclude Mr H is entitled to a discount that British Gas failed to provide.

I've seen photos of the damage Mr H says the engineer caused to his kitchen worktop. From the records provided its engineer denies causing this damage. He says he always uses a dust sheet to protect customer's property. However, British Gas confirms this matter was settled with a payment of £295. In the circumstances I think this was fair.

In his emails I can see Mr H raised concerns with how his new boiler had been installed. I've seen the photos he's supplied of his new boiler that show the new pipework and some cracked wall tiles. But Mr H's boiler wasn't replaced under the terms of his insurance policy with British Gas. Nor can I see there is a requirement to do so under the cover he had in place. The new boiler was installed separately to Mr H's policy. So, although I'm sorry he's dissatisfied with the installation of his new boiler, I can't consider these concerns here.

Having considered all of this I don't think British Gas treated Mr H unfairly. I think its engineers have reasonably shown his boiler was reaching the end of its useful life, and despite carrying out several repairs, the parts needed to resolve the problem weren't available. So, although I think it was fair that it refunded the £99 policy excess and paid £295 for the damaged worktop, I can't reasonably ask British Gas to do more.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 20 August 2023.

Mike Waldron
Ombudsman