

## **The complaint**

Mr R complains British Gas Insurance Limited incorrectly diagnosed a problem with his boiler under his HomeCare insurance policy.

## **What happened**

The background to the complaint is known to both Mr R and British Gas so I won't repeat it here. In this decision I'll focus on giving the reasons for reaching the outcome I have.

## **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.

A first visit took place after Mr R moved property and found an issue with the boiler. British Gas attended on 14 March 2023, inspected the boiler, and found screw holes on the casing. The engineer condemned the boiler and left paperwork which stated: *'Boiler unsafe. At Risk, multiple screw holes in top of boiler combustion case – case seal compromised'*. Mr R says the engineer provided a new boiler quote he rejected.

Mr R purchased a new boiler privately and arranged for a local engineer to install it the following day. Mr R was without heating and hot water because British Gas switched it off with his consent due to potential safety concerns. I'm satisfied Mr R acted reasonably and promptly here based on British Gas' engineer's findings on 14 March 2023.

The local engineer during the installation process removed and disconnected the old boiler. Mr R says following this, the engineer said they believed the screw holes to be manufactured. So, Mr R sent photos to the manufacturer of the boiler to query this. Mr R proceeded with the new boiler installation despite this which I'm satisfied was reasonable. I say this because British Gas had already inspected it, condemned it, and said it was at risk. And while I acknowledge Mr R had received conflicting information at that point – the installation was already underway. Mr R had purchased a new boiler, with the old one disconnected, and the manufacturer hadn't confirmed whether the screw holes were manufactured or had compromised the casing.

The following day, the manufacturer confirmed the screw holes were indeed manufactured. Mr R shared this with British Gas later and said he purchased a new boiler as the result of their engineer incorrectly condemning an operable boiler. He requested British Gas reimbursed the costs of the new boiler and installation because this wasn't required.

British Gas contacted the manufacturer as the boiler instruction literature provided a diagram of the boiler which showed 16 screw holes. Mr R's boiler had four additional screw holes. The manufacturer put this down to an error in the literature. British Gas therefore say their engineer acted responsibly when condemning the boiler due to legitimate safety concerns. But it's my opinion British Gas' engineer could have done more here to confirm whether these four additional screw holes were manufactured, or potentially dangerous.

I say this because I've seen photos of Mr R's boiler casing and the boiler instruction literature. Four additional screw holes can be seen in the top casing that's said to be where the flue was positioned. These screw holes were in the same area as the manufactured screw holes. Mr R was able to confirm with the manufacturer by email the following day these were in fact manufactured screw holes. And on the professional advice from British Gas, Mr R considered the only option was to replace the boiler, which is reasonable in my view based on the paperwork left by British Gas. And, as mentioned above, Mr R says he was also provided with a new boiler quote by British Gas during the 14 March 2023 visit.

So, it's my opinion Mr R acted reasonably and promptly when purchasing and installing a new boiler while of the understanding the original boiler was at risk. It wasn't confirmed until after the new boiler had been installed that the original one wasn't at risk. British Gas say Mr R didn't give them the opportunity to review matters once the local engineer said they believed the screw holes to be manufactured. But I must also keep in mind British Gas already had the opportunity to inspect the boiler on 14 March 2023, and their actions led to Mr R having a new boiler installed. And I don't find concluding Mr R acted unreasonably by not halting the installation part way through it would reach a fair and reasonable outcome here. Therefore, it follows, British Gas should cover the new boiler installation costs Mr R incurred and include interest.

I've seen no strong persuasive evidence to suggest Mr R's original boiler was at the end of its serviceable life and therefore would more likely than not have required replacement soon in any case. British Gas say the boiler model ceased production in 2015. But the boiler wasn't on a reduced service list, nor were parts obsolete.

Mr R was in the process of moving property and had to promptly act to purchase and arrange the installation of a new boiler – that wasn't required. It's fair to say this would have caused him to experience a level of distress and inconvenience. The investigator recommended British Gas pays Mr R £100 compensation to recognise this, and I'm satisfied on balance that's fair and reasonable in the circumstances of this complaint.

### **Putting things right**

Mr R paid £2,705 for the new boiler installation, so British Gas Insurance Limited must reimburse these costs and include 8% simple interest, from the date Mr R paid this amount, to the date of settlement. They must also pay Mr R £100 compensation for the distress and inconvenience caused.

### **My final decision**

For the reasons I've mentioned above, my final decision is I uphold the complaint. I now require British Gas Insurance Limited to put matters right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 15 September 2023.

Liam Hickey  
**Ombudsman**