

The complaint

Mr M complains about the service he received from British Gas Insurance Limited after he made a claim under his home emergency insurance policy.

What happened

In early 2023, Mr M contacted British Gas about an issue with his boiler. He says it kept switching off and he had to keep re-setting it.

British Gas attended Mr M's property twice in January but says it wasn't able to replicate the fault. It says its engineer reviewed video footage from Mr M and suggested it might be due to a frozen condensate pipe. It waived the £60 excess for the visit as a gesture of goodwill.

Mr M's boiler was due an annual service in late January, but British Gas rescheduled it to the end of February. No issues were identified during the service visit.

Around a month later, Mr M's boiler stopped working completely. An engineer attended and discovered a leak. The engineer capped the gas supply and deemed the boiler beyond economical repair.

Mr M raised a complaint with British Gas. He thought British Gas was responsible for the boiler being beyond repair as it hadn't spotted the leak in its visits in January or the service in February. Mr M felt that British Gas should reimburse him the cost of a new boiler.

British Gas said there were no issues or signs of a leak during the breakdown visits in January or the service in February. There was no failure in British Gas's work quality or diagnosis. It said it had previously advised Mr M to support the flue (which was not covered by the policy) in December 2021. As this had not been done, the flue had moved and caused the leak.

British Gas said it had refunded Mr M's policy premium as no repairs were completed during the current contractual year. It also refunded the £60 excess for the March call out and paid Mr M £90 for distress and inconvenience.

Mr M remained unhappy and asked our service to consider his concerns. Our investigator didn't think Mr M's complaint should be upheld. She didn't think British Gas had done anything wrong during the repair visits or the service.

Mr M disagreed with our investigator's outcome. He commented that British Gas hadn't opened the flap of the boiler to investigate the issues he'd raised. He said British Gas had given incorrect information about when he'd showed an engineer a video. He felt our investigator had unfairly sided with British Gas and had based her outcome on assumption, rather than facts. 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 M's complaint. I'll explain why.

Mr M's policy covered him for repairs to his boiler and controls and central heating and included an annual service.

Mr M says he told British Gas there was an issue with his boiler which meant he regularly needed to reset it before the engineers visits in January 2023. He doesn't think British Gas did enough to investigate the issue. He says British Gas didn't look inside the boiler until the final visit in March 2023, by which time most of the parts had been damaged. He believes that if British Gas had diagnosed the issue sooner, he wouldn't have needed to replace his boiler.

British Gas's notes from the two visits in January 2023 say that no fault was found. However, the notes are quite brief, so I can't see what checks were carried out.

British Gas's terms and conditions say:

"One of our engineers will visit your home and complete your annual service. This will include testing the gases your appliance or boiler produces.

If the visit shows that it's necessary to take your appliance or boiler apart to adjust or clean it, we'll do so.

During the visit, our engineer will fill in a checklist that shows you exactly what we've looked at. If we find a problem or fault that needs to be fixed, we'll tell you about it."

According to the notes from the annual service visit, the engineer checked the gas rate, flame safety device and carbon monoxide detector and these were okay. British Gas has noted that the annual service engineer reported there were no signs of corrosion or water when the boiler was checked.

The engineer who carried out the visit in March 2023 has noted that the flue leaked, and Mr M was previously advised to get the flue supported.

British Gas says it advised Mr M to get his flue supported during a visit in December 2021 and quoted him for this. It says that because Mr M didn't do this, the vertical flue had moved and caused the leak.

Mr M has acknowledged being told the flue was missing a bracket in December 2021. He says he decided not to replace it at the time due to the cost. However, he disputes the missing bracket being the cause of the leak as he says it happened further down the flue.

I appreciate Mr M feels that British Gas should have diagnosed the leak sooner. However, the information from British Gas suggests this wasn't apparent until the final visit, in March 2023.

Mr M strongly believes that British Gas would have found the problem if it had opened up his boiler in January and he also says the issue wasn't caused by the flue not being supported. However, I haven't seen any expert evidence to support his opinions.

Mr M's policy agreement says that in the event his boiler couldn't be fixed he might be entitled to a refund of his premium back to when he last had work done or when he renewed his agreement – whichever was most recent.

British Gas has refunded Mr M's premium for the year. It's also refunded him the excess for the last visit and paid him £90 for distress and inconvenience. I think this is reasonable.

I know my answer will be disappointing for Mr M, but based on what I've seen, I think British Gas has acted fairly and reasonably – in line with the policy's terms and conditions. So, I don't require it to do anything further.

My final decision

For the reasons I've explained, I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 13 October 2023.

Anne Muscroft
Ombudsman