

The complaint

Mr M complains British Gas Insurance Limited damaged his boiler by failing to take appropriate actions under his HomeCare insurance policy.

What happened

Mr M is a landlord. In 2021 a boiler in his property had a problem. He claimed against his British Gas HomeCare policy. Its engineer made a repair. Over the next year or so its engineers undertook various work on the boiler. In 2023 Mr M complained to British Gas. He said it had failed, since 2021, to repair a flue bracket and seal in good time. He felt this had resulted in a leak causing corrosion and permanent damage to the boiler's electrics. He said British Gas should replace the boiler and flue and pay compensation.

In response British Gas accepted brackets should have been replaced in 2021. But it didn't agree this would contribute to the flue leak or damage to controls. It accepted its engineer, in November 2022, could have raised a follow up appointment for further investigation. But it said Mr M had been advised on numerous occasions that the boiler needed replacing due to its age. It offered him £350 compensation to recognise distress caused by the service he had received.

Mr M wasn't satisfied so came to this service. He says British Gas is responsible for permanent electrical damage to the boiler. He says this has caused unnecessary distress and inconvenience to him and his tenants. He would like British Gas to reimburse him the cost of the replacement boiler he arranged, pay loss of rent and compensation for inconvenience and putting his tenants at unnecessary risk.

Our Investigator wasn't persuaded British Gas was responsible for the failure of the boiler. She thought instead it had reached the end of its working life. So she didn't recommend it replace the boiler or that it do anything differently. Mr M didn't accept that outcome, so the complaint was 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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr M and British Gas have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

Mr M's policy covers him for replacement of a non-repairable boiler – but only if its less than seven years old. As his, even in 2021, was older it isn't covered by the policy for replacement. So I've considered if British Gas can reasonably be said to be responsible for its replacement because of a failure or mistake by it.

Mr M's argument is that British Gas' failure to diagnose the root cause of the boiler's problem – and either repair it (the flue) or advise him to do so, caused permanent irreparable damage.

Having considered the evidence, I accept it's possible what Mr M says is what happened. However, I'm required to decide what I think is most likely. Ultimately there isn't enough to persuade me, that on balance, a failure by British Gas was the primary cause of the demise of the boiler.

The key factors are the age and service history of the boiler. British Gas claims it was around 17 years of age in 2023. Mr M disputes this. He says it was installed in 2010, so was closer to 13 years. I've accepted his position on this.

Mr M appears to accept the average working life of a boiler to be 10-15 years. In 2021, when it began to show problems, and this episode began, his was around 11 years old. So it was into the period when a boiler may need replacing. By the time it was declared irreparable it was towards the later stages.

As I understand it proper maintenance, including an annual service, contributes to the lifespan of a boiler. British Gas says annual services provided by Mr M's agreement weren't taken up. Mr M hasn't persuaded me the boiler was regularly maintained or serviced, by another provider, from 2010 up to 2021. He's provided gas safety certificates. However, as I understand it. these inspections check for safety – rather than service or maintain the boiler.

British Gas says its technical team deny the unsecured flue would contribute to a leak or damage to the boiler controls. Mr M's contested this with a few explanations. However, he hasn't provided supporting evidence, for example something from an expert.

So I haven't seen persuasive evidence that the condition of the flue is likely responsible for the failure. But it is known the boiler was in the accepted late stages of a life, during which it hadn't received regular servicing or maintenance. On balance these factors seem most likely to be the primary contributors to its failure. That means I'm not going to require British Gas to reimburse the cost of the new boiler or pay any loss of rent.

Mr M's raised various points about British Gas' poor customer service. Having considered the events involved, I'm satisfied the £350 already paid fairly and reasonably recognises any impact on him.

My final decision

For the reasons given above, 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 21 February 2024.

Daniel Martin
Ombudsman