

The complaint

Mrs V's complaint is about the service provided British Gas Insurance Limited in relation to a central heating insurance policy.

Mrs V is represented in this complaint by her son but for ease I will refer to Mrs V only.

What happened

Mrs V's policy provides cover for her central heating system and includes an annual service of the boiler. Mrs V's policy was inspected under the policy on 25 August 2022.

Mrs V says that after the service visit the boiler started making noises and turning itself on and off. British Gas attended in October 2022 to look at the boiler. There were three attendances in October 2022 but the conclusion was the same each time. British Gas said the boiler flue had been repositioned by a third party and it was causing a problem with the burner and it needed to be replaced. As a third party had caused the issue, there was no cover under the policy to rectify the problem and British Gas advised Mrs V that the boiler needed to be replaced. I understand British Gas capped the boiler off, so Mrs V was left without heating and hot water.

Mrs V replaced the boiler at the end October 2022. However she complained to British Gas shortly afterwards that she should not have had to incur this expense, given that the boiler had passed the annual service not long before. Mrs V says she had to arrange finance for the cost of the boiler and wants this reimbursed by British Gas.

Mrs V has made a number of points in support of her complaint I have considered everything she has said and have summarised her main points below:

- She had the flue replaced by a third party about 18 months before the boiler was condemned (from a 90 degree one to a vertical one) and it was not identified as an issue in either of the two services since then. If the flue was a problem, then why was this not picked up on those service visits?
- No problems were identified during the service, however, Mrs V says the engineer raised the topic of replacing the boiler. Mrs V says she was concerned the engineer was not paying enough attention to the service, as she was on her phone throughout, and she thinks the service engineer damaged the boiler.
- The engineers that attended in October 2022, did not inspect the boiler properly and she feels all British Gas representatives were pushing for her to replace the boiler unnecessarily, rather than finding another way of resolving the problem.
- During one of the visits in October 2022, British Gas cut the front panel off the boiler. It was left in a precarious position and falling off because the wires attaching it had been cut. Mrs V has provided a photo of the boiler with the lower section of the front panel missing. Mrs V says this meant she had no alternative but to replace the boiler.
- British Gas did not inform her that replacing the flue would have been a more cost effective way of resolving the matter. It would have cost £500-800 instead of the almost £5,000 she paid to replace the entire boiler.
- She also says the engineers were aggressive and unprofessional. Mrs V has

provided copies of doorbell camera recordings of two visits that she says show the engineers' behaviour.

- British Gas's notes of the visit on 9 October 2022, show the engineer recommended a new flue or a printed circuit board to fix the fault, validating her concern that a new boiler was unnecessary.
- The boiler was condemned with no other form of heating left for her and her elderly mother.

British Gas says its engineers all confirmed that the fault with the boiler, which led to it failing, was due to an incorrect and badly installed flue, which was causing "*flame lift*". British Gas said the work on the flue must have been sometime after the annual service visit in August 2022. British Gas says it was called out after that and as Mrs V said she had no heating or hot water, it tried to make repairs but found the flue had been changed from horizontal to vertical, which was causing the problems and had damaged the boiler. It told Mrs V that work on the appliance would not be covered until that was resolved but the boiler was not repairable and needed to be replaced (which it had been advising since 2019).

British Gas says it is not therefore responsible for the boiler breaking down and as it was beyond repair, there is no repair it could do under the policy. British Gas also says that it did not remove any panel from the boiler. British Gas did however, pay Mrs V £50 compensation, although it is not clear what this was for.

One of our Investigators looked into the matter. He did not recommend the complaint be upheld. He said that even if British Gas should have identified the issue with the flue when servicing the boiler, this does not mean it is responsible for the costs that Mrs V incurred replacing the boiler. He did not think there was any evidence that British Gas had damaged the boiler and there was no convincing evidence it should have been found in the service. The engineers said the problem with the flue had caused damage to the boiler. He did not think the recommendation to replace the boiler was wrong. He was also satisfied it was likely British Gas had told Mrs V that it would continue the cover if she dealt with the flue issue.

Mrs V does not accept the Investigator's assessment. She says that despite the lack of evidence from British Gas, it is not being held accountable.

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.

British Gas says the flue must have been changed after the service visit, as the engineer recorded she'd checked the flue seals and they were correct. Mrs V confirmed she had the flue repositioned by a third party but says it was done around 18 months before. There is no information about why Mrs V had this done and no independent evidence to verify when it was done.

On the evidence available to me, I cannot conclude with any certainty when this was done. However, even if the flue had been changed prior to the annual service visit in August 2022 and British Gas should have spotted it then, that does not mean it is responsible for the cost of replacing the boiler. I will explain why.

The policy covers the boiler, its controls and up to a metre of the flue. The seals were checked and they were found to be correct during the annual service. There is no convincing evidence that the annual service was not carried out satisfactorily and no evidence to support that the service engineer caused any damage to the boiler.

There were three visits by British Gas engineers to try and resolve the problem Mrs V reported (which was the boiler turning itself off and on and making a noise). On each occasion, the engineers concluded that the problem was that the flue installation was causing a problem with the boiler burner, which was causing the boiler to fail. As the problem was because a third party had changed the flue, it was not obliged to do anything more to resolve that problem under the policy. I say this because the policy covers breakdown of the boiler but also has the following exclusion:

*“Work carried out by anyone but us
Unless your product includes accidental damage we won’t cover any damage you’ve caused. If anyone other than us carries out any work on your boiler, appliance, system or electric vehicle charger and damages it, or that work has not been completed properly, your cover doesn’t include putting that right. Your cover doesn’t include any work carried out by anyone but us unless such work has been approved and authorised by us.”*

There is no evidence that the British Gas engineers’ diagnosis that the flue was causing “flame lift” and this was resulting in failure of the boiler was not correct. Mrs V says that one of British Gas’s engineers that attended in October 2022 recommended a new flue and or a new printed circuit board (“PCB”) which indicates that a new boiler was not necessary. The engineer’s notes of that attendance says “*poss PCB or new flue*” but also states the flue was causing flame lift. The fact he thought a new flue and new PCB might also be needed does not mean the recommendation to replace the boiler was not also a reasonable one.

British Gas recommended a new boiler. It says the original boiler was 19 years old and had been damaged by the “flame lift” issue. There is no evidence that recommendation was unreasonable. Mrs V has said British Gas should have found other ways of resolving the matter and pursued the option of replacing the flue instead but it had no obligation to do anything further under the policy. It was then up to Mrs V how she proceeded and she agreed to go ahead with the installation of a new boiler.

British Gas told Mrs V about the issue with the flue and that it had been damaging the boiler. Its recommendation was that the boiler should be replaced. Mrs V now disagrees with that advice but there is no convincing evidence it was not reasonable advice based on the circumstances at the time. I do not therefore consider that British Gas is obliged to pay any part of the cost of the new boiler.

Other matters

Mrs V also says that two of the engineers were rude and aggressive and has provided two doorbell camera recordings to support his. The recordings are of the engineers leaving Mrs V’s property and they do not show any unprofessional or aggressive behaviour. In one of them the engineer left and refused to speak to Mrs V anymore but his notes also say he had to leave the property as Mrs V and her family were rude to him. On the evidence available I’m not able to conclude that British Gas’s engineers acted inappropriately.

Mrs V is also very unhappy that she was left without heating and hot water. I can understand that would have caused distress and inconvenience, however as British Gas was not responsible for the break down of the boiler, it is not responsible for the consequences of that breakdown. I note that British Gas’s notes say it left Mrs V a fan heater on 9 October 2022. I do not think it needed to do anything more.

Mrs V also says that British Gas left the front cover of the boiler off and therefore she had no option but to have a new boiler. British Gas denies that it left the cover off. There is a photo showing part of the panel off the boiler but this does not prove when this was removed or by

whom. It does seem likely to me that the panel was removed by British Gas. I say this because the notes of one of the last attendance in October 2022 (before the boiler was replaced) says "*flame lifting even with case off*". However, that does not establish that British Gas left it off or cut the wires attaching it as Mrs V has alleged. However, even if it did, I do not think this made a difference to Mrs V's position. There is no evidence that the cover could not be replaced, or that the boiler would have not needed replacing if this had not been left off.

Having considered everything, I do not think British Gas acted unfairly or unreasonably.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V to accept or reject my decision before 13 March 2024.

Harriet McCarthy
Ombudsman