

The complaint

Mr P complains that British Gas Insurance Limited has unfairly refused to replace his boiler under his HomeCare insurance policy.

What happened

Mr P tells us that he's reported issues with his boiler to British Gas since March 2020. As they've been unable to repair it, he's requested a replacement under the policy terms.

British Gas say Mr P isn't entitled to a replacement boiler because

- 1) he hasn't had continuous cover, and
- 2) a third party has moved the position of the boiler and reconfigured the pipework which has caused the damage.

Mr P disputes that the boiler has changed position and says the only engineer to have worked on it, other than British Gas, is the manufacturer. He says British Gas have continuously denied responsibility for the boiler, even telling him they didn't install it when they did, and he has a ten-year warranty on it. He raised a complaint which he brought to our service.

Our Investigator didn't think British Gas had acted outside of the policy terms or treated Mr P unfairly, so she didn't think they needed to do anything to put things right.

As Mr P didn't agree, 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.

Mr P's HomeCare insurance policy covers him for repairs to his boiler or a replacement if British Gas are unable to repair it and:

- it's less than seven years old; or
- it's between seven and ten years old, British Gas installed it and it's been continuously covered by them under either a warranty or HomeCare product.

British Gas installed Mr P's boiler in January 2016. So it was four years old when he first reported problems with it in March 2020. And it was just under seven years old when he contacted them again in December 2022.

I understand British Gas doesn't believe Mr P meets the criteria above because he had a break in his HomeCare insurance cover between December 2018 and September 2019. But I don't see why that's relevant. I say this because Mr P meets the test of the first bullet point, and as the policy says "or", he only has to meet the test of one; not both.

So I'm satisfied that Mr P is entitled to a replacement boiler under his policy if British Gas can't repair it and no policy exclusions apply.

British Gas seek to rely on the following policy exclusion:

*"Work carried out by anyone but us
If anyone other than us carries out any work on your boiler, appliance or system and damages it, or that work has not been completed properly, your cover doesn't include putting that right."*

The onus is on British Gas to demonstrate that this exclusion applies here. So I need to see not only has a third party carried out work to the boiler but that also, on the balance of probabilities, they damaged it or didn't complete the work properly.

British Gas has provided us with the engineer's notes from the visits between March 2020 and February 2023. I've set out below the relevant entries.

- The job notes for the visit in March 2020 say the boiler was fully functional but that the job was cancelled. They've recorded that a third party was on the premises working on the central heating system at the time.
- An engineer attended on 2 and 3 April 2020 to carry out works to the boiler. The notes indicate they advised Mr P that if codes continue, he should get the manufacturer to visit. Mr P has told us the manufacturer did attend on 13 April 2020 which resolved the issue for a period of time.
- Mr P says the same issues occurred a year later and I can see that British Gas attended in January 2021. The job notes only say *"consumer to get [kitchen fitters] to retile for access to remove timer"*.
- The next recorded visits are in May 2022 and the job notes say *"boiler not connected to supply, ongoing renovation works at property"* and *"third party moved boiler caused problems fitted parts ok"*. In June 2022, the notes say *"rads getting hot on hw demand, design fault, advise to get the installer back to redo pipework"*.
- In November 2022, the engineers reported that the radiators were leaking. And in December 2022 the notes say *"issues since third party works in summer, adv recall own installer repress sys poor circ pump on return"* and *"only sys issues since third party works suspect press loss multi des rads"*.
- In January 2023, the engineers have recorded *"pump in return causing poor circ, adv cust to call installer to change pump position"* and *"historic job, circulation issue, third party worked in the system now not working properly"*.

Based on these job notes, it does appear that Mr P had some renovation works carried out by a third party which has impacted the boiler and central heating system. I appreciate Mr P says he hasn't had any works done. But three different engineers at British Gas have recorded third party works to the boiler on the job notes over a period of two years, and they're all of the opinion that its these works that have caused the problems Mr P is experiencing with his boiler.

I'm not a boiler expert. So I have to rely on the opinion of experts when deciding what's fair and reasonable. As Mr P hasn't obtained an expert opinion from anyone which contradicts what British Gas has told us, I can't fairly conclude that the exclusion above doesn't apply.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 22 May 2024.

Sheryl Sibley
Ombudsman