

complaint

Mr T complains British Gas Insurance Limited didn't complete an annual service on his boiler for a few years; and when it did, it didn't identify a problem which led to a leak that damaged his boiler beyond economical repair. He also complains gas safety inspections weren't completed, which left him without the safety certificates he requires as a landlord.

background

Mr T is entitled to an annual boiler service and a gas safety inspection under his British Gas insurance policy that protects his boiler and central heating. The policy covers a property he lets out to tenants.

In December 2018, British Gas completed a boiler service and a gas safety inspection. Mr T says the next day the boiler was found leaking. He says because he was unable to raise British Gas, he contacted a local gas engineer. Mr T says the engineer condemned the boiler and noted it hadn't been serviced for years. The engineer fitted a new boiler.

Mr T complained to British Gas that lives had been put at risk, and he asked for a refund of the premiums he had paid over the last 12 years. British Gas explained although an annual service hadn't been completed between October 2015 and December 2018, it had sent letters and reminders each year for a service to be booked. It also said there was no indication of a leak during its engineer's visit in December 2018.

British Gas went on to explain that whilst it understood Mr T's decision to replace the boiler due to its age, a leaking expansion vessel wouldn't require a new boiler. British Gas also said it was unwilling to contribute towards his costs as it wasn't given an opportunity to undertake a repair.

Mr T continued to correspond with British Gas, and he later referred his complaint to this service. He's made the following points:

- British Gas was required to service the boiler and issue a gas safety certificate, every year. He says because this wasn't done between October 2015 and December 2018, he was made an illegal landlord. He says British Gas knows he's a landlord, so it should have contacted his tenants to arrange the annual services.
- The tenants say the December 2018 service was brief, and the boiler cover wasn't removed. He says on a gas service the cover of the appliance must be removed to check it thoroughly, otherwise it's not been checked.
- The expansion vessel had rusted and was leaking, and water was also coming from the diverter valve. The electrics were also damaged from being sat in water. He said the boiler was beyond economical repair due to the cost of the replacement parts.
- His old boiler has since been disposed of, so it's not available for inspection. But it took British Gas over two months to respond to his complaint, and it wouldn't be reasonable to expect the engineer to keep his old boiler for that long.

An investigator here considered the complaint, but she didn't think it should be upheld. She noted that, under the policy terms, British Gas wouldn't replace Mr T's boiler in the event it couldn't repair it. As such, she didn't think British Gas needed to cover Mr T's replacement boiler costs. She also didn't think British Gas should contribute the amount it would have paid for the repairs as she hadn't seen anything that persuaded her the boiler was repairable, and British Gas wasn't given an opportunity to complete a repair.

Our investigator was also persuaded that British Gas had carried out the necessary checks the day before the leak, and the boiler wasn't leaking at the time of the service. So, she didn't think British Gas should have identified the issue. Because Mr T disagreed, his complaint has been passed to me for a final decision.

my findings

I have reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where evidence is inconclusive or incomplete, I have reached my decision on the balance of probabilities – this means I have determined what I consider is more likely to have happened, based on all the evidence that is available and the wider surrounding circumstances.

Having listened to Mr T's call with our investigator, I appreciate he feels strongly about this matter. However, I've reached the same outcome as our investigator, for much the same reasons. I'll explain why.

Mr T hasn't asked for a contribution towards his replacement boiler costs; he's asked for his policy premiums to be refunded from when the policy started. However, given Mr T's policy covered boiler repairs, I've considered whether British Gas should assist with his costs.

As explained by our investigator, under the terms, Mr T's boiler *wasn't* eligible to be replaced in the event it couldn't be repaired by British Gas. As such, I'm satisfied British Gas doesn't need to cover his replacement boiler costs.

Furthermore, even *if* the boiler could have been repaired, and therefore, British Gas would have had some repair costs, the policy terms explain money won't be offered instead of it undertaking repairs. Importantly, I haven't seen anything that persuades me Mr T made reasonable attempts to contact British Gas, for it to repair the damage. So, for these reasons, I'm not persuaded British Gas needs to contribute towards his costs.

Mr T says a boiler cover should be removed during a service, and I can understand why this might be expected. I don't know if the boiler cover was removed during the 2018 service; or if it had been, whether the expansion vessel issue ought to have been identified. However, the policy terms only require British Gas to check the boiler is running safely and efficiently. The terms explain *if* a visit shows it's *necessary* to take the boiler apart to adjust or clean it, British Gas will do so. But, the terms don't require British Gas to complete a general clean, or to inspect every part. I haven't been shown or told anything that persuades me it was *necessary* for British Gas to remove Mr T's boiler cover during the 2018 service.

British Gas says its engineer completed the necessary safety and efficiency tests, and there were no issues identified. On balance, I consider it likely the required tests were completed, and the boiler wasn't leaking on the day of the inspection. I say this because a gas safety certificate was issued. If it had been leaking, I also consider it likely the leak would have been apparent to the tenants. Therefore, I accept British Gas fulfilled its responsibilities during the service and it isn't at fault for what happened the following day.

Equally, even if the annual services and safety inspections had taken place in 2016 and 2017, given the 2018 visit didn't identify the issue with the expansion vessel, I'm not persuaded earlier visits would have done either.

Mr T says his premiums should be refunded on the basis annual services weren't completed and gas safety certificates issued. However, I've seen records which show annual visits took place between 2009 and 2015, and British Gas says annual service reminders were sent in 2017 and 2018. So overall, I'm satisfied Mr T has had the benefit of the cover, and I can't reasonably decide his premiums should be refunded.

Mr T says British Gas was responsible for ensuring his annual boiler services and gas safety inspections took place. But whilst I would expect reminders to be sent, in my view, it was for Mr T to make the appointments and to ensure he had the necessary safety certificates.

my final decision

I'm sorry to disappoint Mr T. But for the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 16 April 2020.

Vince Martin
ombudsman