

## **complaint**

Mrs C complains that British Gas Insurance Limited mishandled her claim on her home care insurance.

## **background**

In May 2017 British Gas told Mrs C her boiler was unsafe and she needed a new one. She complained that British Gas had been negligent in its inspections in previous years.

Our investigator didn't recommend that the complaint should be upheld. She didn't think that there was enough evidence that negligence by British Gas caused the fault with the boiler.

Mrs C disagrees with the investigator's opinion. She says, in summary, that British Gas incorrectly told her it couldn't get the spare parts necessary to fix her boiler.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs C says another company installed her boiler in 2006.

I've thought about the terms of the British Gas cover. I don't think British Gas was obliged to source spare parts after it could no longer get them from its suppliers. And the terms didn't provide a new replacement for an old boiler for which British Gas could no longer get spare parts.

Where I refer to British Gas, I include its engineers, complaints handlers and others for whose actions I hold British Gas responsible.

British Gas did a number of annual services including one for the policy year 2015/2016. I'll come back to the question of whether there's enough evidence that there was corrosion on the boiler which British Gas should've reported at that time.

When it visited in May 2017, British Gas said that the sump, condense pipe and automatic air vent (AAV) were leaking. I've seen photographs including one of corrosion through the boiler case.

Mrs C provided an email from a heating engineer as follows:

*"boiler is damaged beyond repair. This has been caused by an incorrectly installed condensing waste pipe, however as British Gas have been maintaining the boiler for a number of years, I believe they should have noticed this fault and corrected it, so as not to cause any damage to the appliance."*

Mrs C contacted the company who she says had installed her boiler. Its manager reported in mid-July as follows:

"...

- 1. The condensate trap internally on the boiler is blocked, which should be removed each year on the annual service therefore not allowing condensate to leave the boiler correctly.*
  - 2. The aav (automatic air vent) has been leaking.*
  - 3. The flow into the heat exchanger has leaked and caused the case to completely rust through (which would take some time to do)*
  - 4. The case metal has been pushed back around the hole in the case by others.*
- In our engineer's opinion the points raised above are the cause of the boiler failure."*

So the manager was saying that the blockage was internal to the boiler. From the photographs, I find that more likely than a blockage in the external condensate pipe.

But the manager hasn't recorded an opinion as to how long there had been leaks. And he hasn't recorded an opinion as to how long the condensate waste trap had been blocked or an opinion that British Gas hadn't removed it on its previous service visits. So I think Mrs C has fallen short of showing that British Gas caused or failed to prevent the leaks and corrosion.

Corrosion had caused a hole through the boiler case. But neither the manager nor Mrs C has provided enough evidence that the boiler case was an available spare part. And I accept the statement of British Gas that it couldn't replace the boiler case.

Keeping in mind the terms of the cover, I don't find it fair and reasonable to order British Gas to contribute to the cost of a new boiler.

### **my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 8 January 2018.

Christopher Gilbert  
**ombudsman**