

## **complaint**

Mr M is unhappy that British Gas Insurance Limited won't pay his claim for replacement of his boiler under his HomeCare Insurance policy.

## **background**

In October 2017 a British Gas engineer attended Mr M's let property to carry out a landlord safety check. The following day there was a "massive leak" from the boiler as the filler loop hose had burst. An engineer attended to fix the hose. Subsequently the boiler stopped working and engineers came out several times. However at a final visit in November 2017 the engineer advised that he wasn't able to reset the boiler. He advised that a new boiler was needed. Mr M had a new boiler installed and then complained to British Gas and asked for reimbursement of the cost of the new boiler. He believed the first engineer was at fault as the boiler was working perfectly well before he did the safety check.

British Gas explained that its engineer wasn't responsible for the fault with the boiler and declined to pay for a new one.

On referral to this service our investigator pointed out that under the terms of the insurance Mr M was entitled to have the boiler replaced if it couldn't be repaired. British Gas pointed out that this only applied if the boiler was less than seven years old. Or, if up to ten years old and installed by it had been continuously covered under a HomeCare agreement or warranty. Our investigator replied that he hadn't seen anything to show the boiler was over seven years old or not installed and covered under a warranty/HomeCare agreement.

I issued a provisional decision. In that I said that it was for Mr M to show that the boiler was less than seven years old at the time it broke down. I wasn't satisfied that he had done this.

Neither party responded to my provisional decision.

## **my findings**

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

I set out here my findings from my provisional decision:

### *"overall responsibility*

*There are two aspects to the claim – 1. whether the damage was caused by the safety check and 2. the liability under the HomeCare insurance. In its responses British Gas has only really addressed the first aspect and it was only on review by our investigator that he pointed out the second aspect.*

*That said I think it's fair to look at this as one overall complaint so I will look at the safety check aspect as well as the subsequent liability for the boiler.*

### *safety check*

*Mr M says that the reason the filler loop hose burst is because the safety check engineer left it open. British Gas denies that the engineer was responsible for the boiler leaking. And, I*

*understand why Mr M believes the engineer did cause the damage, especially as it happened the day after the safety check. But the subsequent engineers found other issues and I haven't seen any expert evidence to the effect that the hose was left open or if it was, that this caused the boiler to leak. So I can't fairly find British Gas responsible for the damage to the boiler or for the leak.*

*liability to replace under the insurance*

*Under the terms of the insurance, if the boiler can't be repaired the cover is for:*

*"A **replacement** for your boiler if we can't **repair** it and:*

- It's less than seven years old*
- Or, it's between seven and ten years old, we installed it and it's been continuously covered by British Gas under either a warranty or HomeCare agreement."*

*At the last visit by the engineer in November 2017 he was unable to reset the boiler and advised Mr M to get a new one. I think that shows the boiler couldn't be repaired.*

*British Gas's engineer reported back that the boiler was "old" and advised replacement. I don't know how old he thought it was but it's fair to assume in this context that he meant it was over seven years old.*

*But under the terms of the cover it is for the consumer, Mr M, to show that he has a claim. At my request the investigator asked him how old the boiler was – he said it was 4-5 years old but couldn't find the receipt. As Mr M clearly has a property business I would have thought he had some record of when he bought the boiler eg tax records, accounts or the records of the installer. I don't think he's shown that the boiler qualified for replacement under the insurance.*

*Provisionally I don't propose to make British Gas pay for a replacement boiler. If Mr M is able to provide further records of the age of the boiler in response to this provisional decision, I would be happy to consider them."*

As neither party has commented I now confirm that those findings form part of this final decision.

### **my final decision**

I don't uphold the complaint and make no award against British Gas Insurance Limited

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 20 October 2018.

Ray Lawley  
**ombudsman**