

## **complaint**

Mr B complains that British Gas Insurance Limited won't reimburse him for the cost of replacing his boiler. He says that a leak which led to his boiler being condemned wasn't spotted during the annual services carried out under his HomeCare policy.

## **background**

Mr B has a property that's rented out to tenants and every year Mr B arranges for the boiler to be serviced under his HomeCare policy. In March 2017 his boiler was condemned due a leak, which Mr B now thinks had been leaking for 8-10 years. He's had to replace the boiler and this cost him £2,300, including labour.

Mr B complained to British Gas as he believed the leak should have been spotted when having the annual services to the boiler. British Gas didn't think it had done anything wrong explaining that it wasn't possible to detect every issue on a service visit and they rely, in part, on the occupier to notify them of issues. And it wasn't told of any leaks.

Our investigator upheld the complaint. He didn't think it was reasonable to expect customers to point out leaks that weren't visible on general observation, whereas the engineers carrying out the service are qualified and should've been looking for signs of damage during the annual service checks. He recommended that British Gas reassess the claim for the cost of replacing the boiler as under the terms of the policy, a replacement will be provided if the boiler couldn't be repaired, provided certain criteria were met (namely, if the boiler had been fitted within the last seven years).

Although agreeing to consider reimbursement for the cost of the replacement boiler if evidence were provided that it was installed within the last seven years, British Gas disagreed that its engineers had done anything wrong. So it asked for an ombudsman's decision.

Mr B says British Gas has confirmed his boiler was less than seven years old and so it's unfair of it not to compensate him because he can't provide evidence of when the boiler was installed. He considers it's looking for ways not to pay out.

I issued my provisional decision on 26 September 2017 explaining why I wasn't minded to uphold this complaint. I said:

*Mr B's HomeCare policy included annual services for his boiler as well as repair or replacement if certain criteria were met.*

*Under the annual service, Mr B's boiler (and other things) would be checked to ensure they were in good working order. Specifically it would check the boiler and its flue and ventilation were working in accordance with legal requirements and regulations. The service would also analyse the combustion gases that the boiler produced.*

*So the annual service covered very specific workings of the boiler rather than an overall general inspection. That said, if there was a problem or fault the engineer had noticed, I would expect him/her to bring that to the attention of the owner/occupier so that repairs could be arranged.*

*I've seen the pictures Mr B has provided of the condemned boiler, and I certainly agree from the level of corrosion it appears the leak had been there for some time. But what the pictures don't show is whether the leak should or could've been noticed during any of the annual services. The corrosion appears to be on the back of the boiler, which would've been connected to the wall. So I'm not persuaded the corrosion itself would've been visible to an engineer carrying out the sort of service for which Mr B contracted .*

*It appears from British Gas' notes that Mr B suggested there might have been water marks on the wall (and that the leak had been ongoing for 8-10 years). I haven't seen anything showing water marks, if there were any, so it's hard to know whether or not these should've alerted an engineer to there being a potential problem. But if there were water marks then it seems to me these ought to have been equally visible to Mr B when carrying out his inspections of the property (as I would reasonably expect of a landlord), and so he could've arranged a repair (if one was possible).*

*Having considered this matter carefully, I'm not persuaded the evidence shows the engineer carrying out the annual services ought to have noticed the leak or therefore brought it to the attention of Mr B. So I'm not currently persuaded that British Gas should be held liable for the consequences of the leak.*

*Under the terms of Mr B's policy British Gas will replace any boiler, if it is less than seven years old; or if the boiler is between 7-10 years old and was installed by British Gas, if the boiler cannot be repaired economically or at all. This is something British Gas should've considered when Mr B asked for reimbursement of his costs.*

*But having considered the evidence provided to date, there is nothing concrete to show when the boiler was installed, or who installed it.*

*Mr B thinks the boiler was installed within the last seven years. In fact, he thinks it was about six years prior to it being condemned. But he can't provide any documentation to show this. And although he says British Gas admits it was installed within the last seven years, I haven't seen persuasive evidence of this.*

*British Gas has said its records show the boiler is seven years old, but not when it was installed. So at the moment it doesn't have the information to show it falls within the criteria I've set out above. Records from British Gas show it's been out to attend the same make and model of boiler since 2009, which suggests it may've been installed more than seven years ago. And when making his complaint, Mr B said the engineer who replaced his boiler said the leak had been happening for the last 8-10 years. If the leak had been happening for that long, it follows the boiler must've been installed more than seven years ago.*

*So as it stands, there is conflicting information about when Mr B's boiler was installed and no information about who installed it. So I don't think it would be fair to require British Gas to reimburse Mr B for the replacement boiler at this time – the claim doesn't currently meet the criteria set out in the policy.*

*Mr B says he hasn't got the information about when the boiler was installed. But this is information he may be able to obtain from Gas Safe if the boiler was installed from 2009 onwards (when Gas Safe replaced Corgi). If Mr B is able to provide me with information showing his boiler was installed within the relevant time frame then I will probably ask British Gas to reconsider his claim for reimbursement, subject to the rest of the policy terms and conditions. But in the absence of such evidence, I'm unable to uphold the complaint.*

British Gas confirmed it didn't have any further comments. Mr B said he's unable to prove when the boiler was installed and although he said the leak may have been happening for 10 years, that's not possible as the boiler wasn't fitted back then. He's also questioned how he was supposed to know there was a leak – he's not a gas engineer.

### **my findings**

I've considered all the available evidence and arguments, including the responses to my provisional decision, to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm not persuaded to depart from my provisional findings.

I take Mr B's point that he's not a gas engineer and he wouldn't have the expertise of the person carrying out the service. But it nevertheless remains that I don't find the evidence provided (including the pictures) persuasive such that the engineer should or could've noticed the leak during any of the services.

Mr B has said he isn't able to prove when his boiler was installed. It's not clear whether he's attempted to obtain this information from Gas Safe or not. But in the absence of any persuasive evidence about when it was installed, it remains the information provided to date is conflicting. I'm not persuaded the criterion has been met for British Gas to reimburse Mr B for the cost of a replacement boiler under the terms of the policy.

### **my final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 1 December 2017.

Claire Hopkins  
**ombudsman**