

## **complaint**

Mrs U has complained about British Gas Insurance Limited's delay in carrying out her annual boiler service under her Home Emergency policy as she believes the delay contributed to a part breaking and the boiler having to be replaced.

## **background**

Mrs U held a Home Emergency policy with British Gas which encompassed an annual service. The boiler was serviced in February 2011 and so Mrs U believes it should have been serviced in February 2012 which contributed to the failing of a boiler part when the service was carried out in October 2012.

British Gas maintain that it is only obligated to undertake the annual service sometime during the policy period which runs from November until November and that the part broke during the annual service due to the build-up of soot in the boiler which caused metal fatigue. Unfortunately, the boiler part was obsolete resulting in the boiler having to be replaced.

As Mrs U remained unhappy she complained to this service and our adjudicator considered the complaint but did not uphold it. The adjudicator was of the view that there was insufficient evidence to indicate that having an earlier annual service would have prevented the build-up of soot or prevent the part from breaking. Further, that British Gas had complied with its responsibilities by attending to service the boiler within the policy year (November to November).

Mrs U did not agree with the adjudicator, maintaining that the delay in servicing the boiler caused the part to fail resulting in her boiler having to be replaced as the part was obsolete. As the matter could not be resolved it has been escalated to me for a final decision.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The issue for me to determine is whether British Gas has acted reasonably in servicing the boiler within the policy period as opposed to the twelve month service anniversary date and whether that has contributed to the failure of a boiler part on Mrs U's boiler.

Although I can understand Mrs U's concern, that British Gas did not attend to service her boiler around the twelve month anniversary in February 2012, it was not obligated to under the policy terms and conditions. British Gas fulfilled its obligation by attending to service the boiler in October 2012. I say this as the policy allowed for the service to take place any time during the policy period (November to November) so I cannot conclude that it acted unreasonably in attending in October 2012.

Secondly, there is insufficient evidence to indicate that having an earlier annual service would have prevented the build-up of soot or prevented the screw from breaking, making the boiler obsolete.

When the engineer attended Mrs U's property in October 2012, he discovered that there was soot built up in the boiler and says this was affecting the way heat passed through the heat

exchanger resulting in the side combustion chamber taking more heat. British Gas takes the view that this caused metal fatigue.

During the annual service a screw broke when the engineer tried to put the combustion box back on, as the part was obsolete the boiler had to be replaced.

The engineer could not have reasonably foreseen that the screw would have broken during the annual service, and this would have occurred in any event as the combustion box would have been removed in order to complete the annual service.

In regard to the metal fatigue issue, although this may have occurred, British Gas has fulfilled its obligations under the terms and condition of the policy as annual services were carried out during each policy year. Had the consumer had any concerns regarding the operation of her boiler it would have been advisable for her to contact British Gas and report a fault. British Gas would have then been able to attend and investigate the concerns, which may have resulted in the metal fatigue issue being identified sooner.

Finally, there is insufficient evidence to confirm when the soot build-up occurred, resulting in the cause of metal fatigue. Indeed a British Gas engineer attended in November 2011 as the boiler would not restart and no problems were identified. Therefore, it cannot be confirmed how long this issue would have been present.

#### **my final decision**

It follows, for the reasons given above, that I do not uphold this complaint and I make no award against British Gas Insurance Limited.

Colin Keegan  
**ombudsman**