

## **complaint**

Mr T complains that British Gas Insurance Limited gave him poor service under a boiler insurance policy.

## **background**

British Gas did an annual service of Mr T's boiler in June 2012. About a year later, British Gas said that the exhaust flue was severely corroded. Its engineer said Mr T's boiler was dangerous and unrepairable. Mr T got a new boiler from another company. He complained that British Gas should have found the corrosion in June 2012 and done an annual service in 2013.

The adjudicator did not recommend that Mr T's complaint should be upheld. She concluded that there was not enough evidence that British Gas had left the boiler in a dangerous state in June 2012. She also said British Gas could not complete an annual service in 2013.

Mr T disagrees with the adjudicator's opinion. He says that the flue must have been corroded in June 2012.

## **my findings**

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have seen a report from a British Gas engineer in June 2012 that he completed all necessary checks.

Mr T has provided photographs of corrosion in 2013. But this is not sufficient to persuade me that British Gas should have done more in 2012.

I do not doubt that Mr T was upset when his carbon monoxide detector sounded and he discovered his boiler was dangerous. But I do not consider this was the fault of British Gas.

I have seen a British Gas term as follows:

*"We will normally carry out your Annual Service around twelve months from the date of the last one..."*

I accept that British Gas had not arranged an annual service in 2013. But it sent an engineer promptly in response to Mr T's call in June 2013. And – as the boiler was dangerous and unrepairable - I do not consider it unreasonable that British Gas did not carry out an annual service at that time.

I do not conclude that it would be fair and reasonable to order British Gas to refund Mr T's payments or to pay him compensation.

**my final decision**

For the reasons I have explained, my final decision is that I do not uphold this complaint.  
I make no award against British Gas Insurance Limited.

Christopher Gilbert  
**ombudsman**