

complaint

Miss L complains that, following a claim under her home emergency insurance policy, British Gas Insurance Limited's engineer used the incorrect technique to test the boiler casing seals, which left her boiler beyond economical repair.

background

Miss L holds a Homecare Insurance policy with British Gas, which includes provision of an annual service.

In June 2013, Miss L contacted British Gas because the pilot light on her boiler had gone out. British Gas organised for the engineer to repair the fault, and also to service the boiler whilst there.

The engineer was able to replace the relevant parts and began to carry out the annual service. He placed pressure on the boiler casing seals to check for corrosion or degradation, and the seals broke.

When British Gas checked if the required parts could be replaced, it was found that they were obsolete. This meant that the boiler was deemed to be beyond economical repair. British Gas informed Miss L that she was not covered for a replacement boiler under the policy, due to the age of her boiler.

Miss L alleged that the British Gas engineer had purposely '*jabbed*' the screwdriver into the seals in order to break them; this would then mean that British Gas would get more money from her to replace the boiler. She complained to British Gas and requested that it replace her boiler. Because British Gas refused, Miss L brought her complaint to our service.

The adjudicator did not recommend that British Gas should cover the cost of a replacement boiler. She did this because British Gas provided industry recognised "Gas Safety Guidelines" to confirm that the seals should be checked with a sharp instrument to check for corrosion. The adjudicator was satisfied on the basis of this evidence, that the engineer had not used the incorrect technique in testing the boiler. That meant she did not consider that British Gas should be responsible a replacement.

Miss L did not accept the adjudicator's opinion, and the matter has therefore been referred to me to decide.

my findings

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

I am satisfied that Miss L is not covered for a replacement boiler under the policy terms and conditions. This is because Miss L's policy only provides cover for replacement boilers if the old boiler is seven years old or less and British Gas installed it.

British Gas will also provide a replacement boiler if the old boiler is more than seven years old (but less than ten years), if British Gas installed the boiler, and if the boiler has been covered by the British Gas policy for the duration of its life.

As Miss L's boiler was well over the age limit (it was up to 26 years old), I am satisfied that she does not qualify under the policy terms and conditions for a replacement boiler. This means that in order for me to recommend that British Gas cover the cost of Miss L's boiler, I need to be persuaded that her boiler was damaged by the engineer's use of the incorrect technique in conducting the annual service.

Miss L has provided comments and statements from several independent engineers in response to the question from her whether they would 'jab' the seals with a screwdriver to test the integrity of them. The responses indicate that that would not be their usual practice during the service of a boiler. However, I am concerned that Miss L's use of the word 'jab' in her queries to those engineers may have caused some misunderstanding, and so unintentionally influenced their responses.

British Gas itself has referred to the incident, saying that its engineer 'placed pressure' onto the seal with the end of the screwdriver. There is no mention of stabbing or 'jabbing' the seals, and that latter description is Miss L's interpretation of what happened.

In response, British Gas has also provided Gas Safety industry guidance which stresses:

'It is important when working on room-sealed fan assisted positive pressure gas appliances to ensure that case seals are intact and in good condition to prevent products of combustion from leaking out into the room/space.'

It goes on to state:

"Before the case is put back on the appliance the following checks should be carried out:

- *Are any water leaks evident?*
- *Is the backplate or case corroded?*
- *Where corrosion is evident, is it likely to affect the integrity of the case, backplate, or seal?"*

And further:

'The extent of the corrosion should be carefully checked with a sharp instrument e.g. a screwdriver. If the instrument does not perforate the corroded area, this should be deemed acceptable, but the gas user/responsible person should be advised of the problem and potential consequences if a repair is not made.' (My underlining.)

I understand from British Gas, and have no reason to doubt, that the guidance is industry accepted. So while I appreciate that Miss L has said the engineer 'jabbed' the seals, I am not persuaded on the evidence that the actions of the British Gas engineer were incorrect, or that he was using unnecessary force in checking the seals, as he was required to do in determining the condition of the boiler and any risks to her safety. Indeed, the fact that the seals broke when checked with the screwdriver indicates that they did indeed need replacing.

I am, in any case, not persuaded that the engineer would go out of his way to deliberately break the boiler after completing a repair to the pilot light, and no evidence has been presented to support that suggestion.

my final decision

For the reasons above, it is my final decision that I do not uphold this complaint.

I make no award against British Gas Insurance Limited.

Helen Moya
ombudsman