complaint

Mr B complains that British Gas Insurance Limited (BG) has contributed to the premature failure of his boiler.

background

Mr B had a Home Emergency policy with BG for a number of years that covered a rental property. When Mr B had an annual gas safety check done on his boiler in 2014, his plumber noticed that the boiler casing was very hot. Mr B contacted BG who sent an engineer on 1 January 2015. He said this was normal for this model of boiler. He did an annual service. BG's records say that the boiler passed all tests.

BG visited Mr B's property on two further occasions to undertake work – on 7 December 2015 and on 19 December 2016. On 28 June 2017 BG carried out another annual service on Mr B's boiler and condemned it because of a heat stress crack in the fire door. It said the parts needed to repair this were now obsolete. Mr B called in another plumber to advise on the problem and he noticed straight away that there was an insulation board missing. BG's engineer hadn't noticed this. Mr B's plumber was able to fix the boiler using a part from a used boiler and passed the boiler as safe. This cost Mr B £180.

The boiler's manufacturers have said that the boiler should never be used without this insulation board as it was necessary to protect the door. It said it was the only reason for the damage to the door. BG say Mr B can't prove that the insulation board was missing when it did the annual service in January 2015.

Mr B thinks that BG has been negligent and that in all probability it re-assembled the boiler incorrectly at an annual service or else just failed to notice the insulation board was missing. He says he wants to be reimbursed for the cost of the repair to his boiler.

He also complains that he's been paying under his contract with BG for a service that BG can't provide because it can't get parts. He wants to be reimbursed for two year's premiums which he says have been a waste of money if BG can't access spare parts.

Our investigator originally upheld Mr B's complaint. He noted that in BG's report for the service visit in January 2015 it was stated that the boiler was "too hot to strip and clean". He had taken that to mean that the boiler cabinet couldn't be opened. This would have supported the view that the casing was hot which might've suggested a lack of insulation. If BG had acted on this, Mr B's boiler might not have become damaged. But BG has since explained that at its annual service visits it does a visual inspection and runs tests. If these suggest a problem, further investigation will be done and this might involve some dismantling. On this occasion internal parts were hot because the boiler had been running.

Our investigator thought this explanation changed his view. He concluded that if the insulation had been missing in 2015 it's likely that BG would've noticed this. So he didn't think it was fair to require BG to pay Mr B for his replacement door. BG has said it won't pay for this because it was a second hand door, not a new or reconditioned door. It referred to a term of Mr B's policy which says that BG will only pay for customer supplied parts if they are new or reconditioned. BG has also said that it won't reimburse any of Mr B's premiums because he had been advised on a number of occasions that because his boiler was 21 years old, availability of parts would be a problem. Despite this, Mr B had continued to renew his contract.

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'm not going to uphold Mr B's complaint and I'll explain my reasons.

What is clear is that in June 2017 Mr B's boiler suffered damage that caused it to be condemned by BG. It said the parts needed for a repair were now obsolete. But Mr B's plumber was able to find second hand parts that adequately repaired the boiler to enable him to issue a certificate confirming it was safe. This cost Mr B £180 which he wants BG to pay. He says BG should've noticed the insulation board was missing in 2015, and its failure to notice this lead to the premature failure of his boiler.

BG says Mr B can't prove that the insulation board was missing in 2015, and it won't pay for parts that aren't either new or reconditioned.

I have to come to a view on whether there was any fault on the part of BG and if so, what is the fair and reasonable outcome.

I don't think it can be known with any certainty who removed the insulation panel, when, or why. But the information I have to assist me is that BG looked at Mr B's boiler on 1 January 2015, 7 December 2015 and 19 December 2016. At none of these visits did an engineer report a missing insulation panel, and I don't think this is something that would be easily overlooked. Mr B also had regular landlord gas service checks undertaken on his boiler by third party plumbers, and there's no evidence that any of them noticed a missing insulation board. The plumber who first mentioned that the boiler casing was hot didn't notice what might've caused this, and BG's engineer said that this was normal for this model.

So I consider on the balance of probabilities that it's unlikely that a missing insulation panel would've gone unnoticed for so long by the various engineers who had had access to Mr B's boiler over the years. I therefore can't conclude that the damage to Mr B's boiler was caused because at some point in time BG removed the insulation board and forgot to replace it, or simply didn't notice it was missing.

As to reimbursing Mr B for the cost of his third party repair, I don't think that it would be fair for me to require BG to do this as I have concluded on the available evidence that I can't find it to be at fault. BG can't access spare parts that it considers are safe to fit. I don't consider it would be reasonable for me to require it to pay for someone else to fit parts that don't meet its standards, even though BG wouldn't have any responsibility for that work.

As to a refund of premiums, according to BG's records, Mr B had been advised on a number of occasions that he should consider replacing his boiler because of the increasing risk of unavailability of spare parts, but he'd chosen not to do this. So I think he should've been aware that there was an increasing risk that BG would be unable to provide any spare parts that might be necessary, and that therefore his contract might not provide him with as much cover as it might originally have done. However he continued to get some benefits from his cover such as his annual service visit.

my final decision

For the reasons I've given above, I'm not going to uphold Mr B's complaint, and I don't require British Gas Insurance Limited to do anything.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 February 2018.

Nigel Bremner
ombudsman