

## **The complaint**

Mr and Mrs M complain that when carrying out an annual service as part of their home emergency cover, British Gas Insurance Limited damaged their gas fire, and its offer to pay 50% of the cost of a new fire isn't enough to put things right.

## **What happened**

Mr and Mrs M have a home emergency policy with British Gas. They have cover for their boiler and central heating system, and for a gas fire. Along with cover for repairs they are also entitled to an annual service.

When a British Gas engineer came to do the annual service on the gas fire, Mr and Mrs M weren't happy that it was completed correctly. So British Gas came back to do a further service and on this occasion part of the fire was damaged.

When Mr and Mrs M complained about this British Gas said it would make a goodwill offer to pay 50% of the cost of a new fire. It said a fire would cost around £300 so offered £150. Mr and Mrs M got quotes for a new fire, which were around £500 for the fire itself and around £1,000 including fitting. So although they indicated they would accept the offer, they said the amount given by British Gas was too low.

When they brought the complaint to this service, our investigator said British Gas should pay the full cost of a replacement. He accepted that the fire was old and so Mr and Mrs M might seem to be better off as a result of getting a new fire. But he thought they shouldn't be left out of pocket as a result of an error by British Gas.

British Gas doesn't agree. It says the fire was 15 years old; Mr and Mrs M had the use of it for that time; its lifespan was accidentally cut short and although they may have had a few more years from the fire, it's unlikely that they would have had another 15 years from the fire. So it says the offer to pay 50% towards the cost of the new fire only is fair.

As no agreement has been reached the complaint has been passed to me to decide.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr and Mrs M's policy provides home emergency cover, so if an appliance breaks down it will be repaired. The policy also includes an annual service. It was during the annual service for their gas fire that something went wrong and a ceramic plate which formed part of the fire broke.

British Gas says the ceramic plate was old and had become brittle, and in these circumstances it can just wear out. Mr and Mrs M say the engineer tried to force the plate back into position and this is what caused it to break. They point out that the engineer who

attended on the first visit had no problem with it. They are also upset that when the second engineer left he didn't tell them what had happened.

British Gas has referred to the policy terms concerning how it provides replacements with similar functionality but not necessarily an identical make and model, where possible from the manufacturer. The difficulty in this case is that the part is no longer available, so it can't be replaced. In any event, this isn't a case of British Gas having to replace the plate as part of a repair or service. What happened is that the plate was damaged while the annual service was being done.

Any repair or service should be carried out with reasonable care. Where damage or loss is caused by the insurer or its contractor I would generally say the insurer is responsible for that, regardless of the policy terms. It wouldn't be fair for Mr and Mrs M to be worse off as a result of what happened during the service.

It's not certain what caused the ceramic plate to break. I appreciate that the fire was old and some parts may have become worn. But from Mr and Mrs M's point of view, before the visit they had a working gas fire and afterwards they didn't. Looking at the situation as a whole, it seems to me the fair thing to do is for British Gas to pay for the new fire. This isn't a matter of Mr and Mrs M being better off as a result of the way a claim on the policy is handled – it's about putting them back where they were, of having a working gas fire.

They have provided quotes for having a new gas fire installed. Our investigator thought it was reasonable for British Gas to meet the initial quote they provided, which was £1,099. Other quotes seem to be very similar. So I agree it would be reasonable to pay this amount.

### **Putting things right**

To put things right British Gas Insurance Limited should pay compensation to Mr and Mrs M of £1,099.

### **My final decision**

My final decision is that I uphold the complaint and direct British Gas Insurance Limited to pay the compensation set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 6 October 2020.

Peter Whiteley  
**Ombudsman**