

The complaint

Mr N complained about the service provided by British Gas Services Limited (British Gas) under its Home Care insurance policy.

What happened

Mr N holds a Home Care policy with British Gas that provides servicing and breakdown cover for his boiler. In May 2019 a British Gas engineer serviced Mr N's boiler. He called Mr N at work to say the flue manifold clip was broken and needed to be repaired. He asked for Mr N's consent to do that and explained that he would need to pay the £60 excess. Mr N refused to provide consent as he said the boiler had been working perfectly before the service. The engineer asked Mr N's wife to sign the service form and told her not to touch the boiler as it wasn't safe. Mr N paid another engineer to repair the boiler the following day.

Mr N complained to British Gas that he shouldn't have to pay for damage caused by its engineer. He also said he hadn't been told about an excess and didn't think the engineer should have got his wife to sign the checklist because she doesn't understand English very well.

British Gas told this service that Mr N's boiler was about 34 years old and the damage could have been caused by wear and tear. It said the Home Care cover included an excess charge of £60 and that was clear from the information it had given Mr N ever since he'd taken out the policy in October 2017. It also said the terms and conditions of the policy explained why it needed a signature from a responsible person at the property.

Our investigator didn't uphold Mr N's complaint. She said she hadn't seen any conclusive evidence that the boiler had been damaged by the engineer. She noted that Mr N said the boiler was six years old and not 34 years old but said that didn't alter her view. She said the terms and conditions had been sent to the correct address and there were numerous references in them to the excess charge. She was also satisfied with the reasons given by British Gas for needing a responsible person to sign the checklist.

As Mr N remained unhappy, the complaint was passed to me to make a final decision. I didn't agree with all of the investigator's findings. So I sent a provisional decision to Mr N and British Gas to explain why I intended to come to a different outcome to the investigator. British Gas didn't respond. Mr N accepted my decision. As such, my findings and decision below are substantially the same as set out in my provisional decision.

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.

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

The engineer's record of his visit to Mr N's property simply says "Flue manifold clip damaged". It doesn't say how it was damaged or when it was damaged. Mr N is adamant the flue manifold clip wasn't broken before the service and he's been consistent in this throughout the complaints process. He said there was no problem with the boiler before the service and he'd only agreed to a service because British Gas had kept prompting him to do so. He said the boiler would have stopped working had the flue manifold clip been broken before the engineer arrived. And the fact the boiler was working before then indicates it must have been the engineer who damaged it. He also said the boiler was six years old and not 34 years old as suggested by British Gas and believes this untruth misled our investigator.

I don't know how old the boiler is and, in any event, I think wear and tear will cause some parts to break whether they're six years old or 34 years old, although it will of course be more likely to happen the older it is. I also don't know whether the boiler would have stopped working if the flue manifold clip had been broken before the service. But I have no reason to doubt that the boiler was in good working order before the engineer arrived. I also can't see any reason why the clip on the flue manifold cover would break if nobody was touching it. And I think it's more likely that an engineer servicing the boiler would be taking the flue manifold off rather than the owner of the property who would have little, if any, reason to do so. So, on balance, I think it's more likely than not that the British Gas engineer damaged the flue manifold clip.

Servicing a boiler, particularly one that's several years old, will have its risks and I doubt it's unusual for engineers to damage parts of boilers in the process. But I don't think it's fair or reasonable to expect the owner to pay for any such damage when it's been caused by the engineer who's role is to service the boiler. In this case, I think a fair outcome would be for British Gas to reimburse Mr N for the cost he incurred in getting the damage repaired, without charging him the excess.

Mr N also complained he was unaware of the policy excess. But I agree with our investigator on this point as I think it was made clear that an excess charge was included in his policy and that this would need to be paid before any repairs were carried out. And I also agree that the terms and conditions of Mr N's policy set out why it was necessary for his wife to sign the checklist.

In summary, while I'm satisfied British Gas notified Mr N about the £60 excess and acted fairly in asking his wife to sign the checklist, I don't think it's acted fairly in asking him to pay the excess for repairing the part of the boiler that, on balance, I think was damaged by the engineer when servicing the boiler.

Putting things right

To put matters right, I think British Gas should reimburse Mr N for the cost he incurred in getting the damage repaired by a third party. He's provided an invoice as evidence of this cost. Mr N thinks British Gas should pay his premium back but I don't think it would be proportionate to ask it to do that. However, this matter has caused Mr N a certain amount of distress and inconvenience and I think it would be fair and reasonable for British Gas to also pay him £100 for the trouble and upset it's caused.

My final decision

For the reasons I've explained above, I uphold this complaint in part and ask British Gas Services Limited to pay Mr N the full amount it cost him to repair his boiler plus £100 for the trouble and upset it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 17 June 2020.

Richard Walker
Ombudsman