

## **The complaint**

Mr M and Mrs R complain that British Gas Services Limited (“British Gas”) damaged their boiler while inspecting it for faults.

The details of this complaint are well known, so I will not repeat everything again here. Instead, I will focus on giving the reasons for my 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Mr M and Mrs R’s boiler was over 23 years old, which British Gas had recommended be replaced several years prior due to its age and because the manufacturer had stopped making their model of boiler, meaning that parts would be hard to source. So, I’m satisfied that British Gas had kept Mr M and Mrs R informed with regards to the age and condition of the boiler and had also managed their expectations that it may not be able to be repaired if it were to break down in future.
- Mr M and Mrs R say it was the British Gas engineer that broke the pilot tube of their boiler. The engineer had to remove the pilot tube in order to inspect the injector, but it was stuck. Once it was removed, the engineer identified that it had broken. I don’t think there’s any persuasive evidence to suggest that this was done on purpose, but British Gas has accepted it’s possible that their engineer accidentally broke the part. But even with that being the case, given the age of the boiler it seems likely it would’ve needed replacing soon in any event (as British Gas have been recommending since 2017). So, even if it was the engineer that damaged the pilot tube, I don’t think it would be fair or proportionate to ask that British Gas now pay for a full replacement boiler. I do acknowledge, however, that the actions of British Gas may have accelerated the need for a replacement boiler, so I do think they were right to offer compensation for this, but I don’t consider any higher award to be warranted over and above what British Gas have already offered.
- I understand that Mr M and Mrs R were unable to claim for a £250 contribution for a replacement boiler from their home insurer due to third party interference. And while I appreciate this would have been frustrating, British Gas has since offered them £500 compensation, which is more than they would’ve received with their home insurer in this respect. So, they have not been left financially disadvantaged, and I consider this amount to be fair compensation in all the circumstances.

I understand this will come as a disappointment to Mr M and Mrs R, but while I appreciate British Gas has no doubt caused them distress and inconvenience, I do not think any further compensation is warranted as I’m satisfied that £500 is both fair and proportionate in these circumstances. So I will not be asking them to take any further action.

## **My final decision**

British Gas Services Limited have made an offer to pay a total of £500.

I conclude that such an offer is fair compensation in the circumstances. My decision is that British Gas should pay Mr M and Mrs R (if they have not done so already) within 28 days of receiving their acceptance of this decision.

Mr M and Mrs R should note that if they accept my decision, it will be legally binding on all parties, and they probably then wouldn't be able to take legal action over this matter for additional compensation. If, however, they reject the decision, although their legal rights will remain intact, it'll purely be a matter between them and British Gas as to whether the £500 offer still remains open for acceptance. Strictly speaking, an offer is not binding on the offeror after rejection of it has been communicated.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs R to accept or reject my decision before 17 August 2021.

Jack Ferris  
**Ombudsman**