

The complaint

Mr M's complained that British Gas Insurance Limited have refused to replace his gas fire after their engineer broke it during an annual service.

What happened

Mr M has had a HomeCare policy with British Gas for more than ten years. The policy includes cover for repairs to Mr M's gas fire and an annual service.

In early 2022, Mr M arranged for the service of his fire. During the service, the engineer told him that one of the screws which attached the faceplate to the fire was threaded. This meant it wouldn't hold the faceplate flush to the fire and there was a risk that carbon dioxide would escape. The engineer said the only option was to cap the fireplace and condemn the fire.

Mr M objected to this and wanted the fire repaired. He said that it had only ever been touched by British Gas engineers, so the screw must have been threaded by one of them. British Gas offered to send a second engineer to look at the fire.

The second engineer who attended was able to complete a repair by sealing the front of the fireplace. But Mr M was worried that this work would mean his fire couldn't continue to be serviced in future.

Mr M researched the fire and found that parts were no longer available to repair it. He complained to British Gas that, as a result of what one of their engineers had done, his fire needed to be replaced.

In response, British Gas said they wouldn't replace the fire. They said their engineer had made a mechanically sound repair and the fire was safe. But the policy didn't cover replacements or repairs for cosmetic purposes. They also said the fire was old and they'd previously recommended replacement due to the difficulty of getting parts for repairs. And they said they'd notified Mr M of this when the fire had been serviced.

Mr M wasn't satisfied with British Gas's response and brought his complaint to our service. Our investigator reviewed it and concluded British Gas didn't need to do anything else to resolve the complaint. She noted the policy didn't cover replacement of the fire and was quite old. And British Gas had confirmed it was safe to use. While she acknowledged Mr M's concerns about future repairs, she noted that British Gas had records that the repair had been done – and how.

Mr M didn't agree with our investigator's view. So I've been asked to make a 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 that, I'm not upholding Mr M's complaint. I'll explain why.

I understand Mr M's concerns. But I can only say British Gas should do more to resolve his complaint if I'm satisfied that something's gone wrong – and that's British Gas's fault.

I do think there's some confusion here. British Gas have referred to their policy not covering replacement items or cosmetic repairs. I found that unhelpful, as I can't see Mr M has ever suggested he was unhappy with a cosmetic repair. He believes the way the repair was done will make it impossible for the fire to be serviced in future and has reservations about its safety. And he says British Gas caused the damage which necessitated the repair – so they should bear the cost of putting that right. That's what I've focused on in my decision.

The key here is whether I agree with Mr M's position about the damaged screw. He says it can only have been damaged as a result of something a British Gas engineer did during a service – either in early 2022 or previously. I've thought very carefully about this. But I don't agree with him it's the only possible explanation.

Documentation provided by Mr M shows that, by 2022, the fire was at least 18 years old. And parts do wear out. While I accept Mr M firmly believes the screw was damaged during the 2022 service, I've not been provided with any evidence that supports this, as opposed to the screw thread simply wearing out.

And, although Mr M described the fire as "pristine", British Gas had advised five years earlier, in March 2017, that he should consider replacing the fire, due to its age and because replacement parts were no longer available. So I don't find it surprising that, five years after this advice, a part broke. Based on the evidence provided to me, I don't think it's reasonable to conclude the most likely cause of that was how the engineer dealt with the service.

I appreciate Mr M has ongoing concerns about the fire, both in terms of its safety and future maintenance. But, as I explained above, I can only say British Gas should do something more if I'm satisfied they did something wrong. That's not the case here. His fire was repaired by the second engineer and left in a safe working condition. They're not obliged to do more than that under the policy. And I can't make a decision based on what may happen in the future. So I'm not upholding Mr M's complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr M's complaint about British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 22 December 2022.

Helen Stacey
Ombudsman