

## **complaint**

Mr D complains that British Gas Insurance Limited mishandled his claim under a boiler insurance policy.

## **background**

British Gas visited Mr D on several occasions to attend to his boiler. He complained that it should guarantee its repairs or replace his boiler.

The adjudicator did not recommend that the complaint should be upheld. She concluded that British Gas had repaired the boiler. And its offer of £150 was fair and reasonable for distress and inconvenience, she said.

Mr D disagrees with the adjudicator's opinion. He says that British Gas has not taken into account the time he had to take off work.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

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

The policy terms and conditions included the following:

*“• Whether or not we installed your boiler, if we agree that your boiler is less than seven years old, we will provide a suitable new replacement boiler we have approved. We will do this when it is not possible to repair yours because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it...*

### *Spare parts*

*If our engineer does not carry the spare parts needed on the day of your appointment, we use a central stock of 30,000 parts which means we can normally get hold of most items the following working day. If not, we will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts or parts that have been reconditioned by the original manufacturer or approved Third Parties”.*

I accept that Mr D took time off work on each of the occasions when British Gas had arranged to come and look at his boiler. And for some visits he also had to pay a policy excess or call - out fee.

He was disappointed that almost all of these visits led to further visits when parts were available. British Gas replaced one component with a faulty one which it had to replace again. I consider that this was in effect a replacement under a guarantee. But I have not seen sufficient information to persuade me that – apart from that faulty part - British Gas mishandled the repair.

I do not consider that – in assessing whether the boiler was beyond repair – British Gas ought to have taken into account the value of Mr D's time off work. I do not conclude that it would be fair and reasonable to order British Gas to replace the boiler.

Overall I am satisfied with the way British Gas handled Mr D's complaint. In its final response it offered him £150 for trouble and worry caused by shortcomings in its service. I do not conclude that it would be fair and reasonable to order it to do any more.

**my final decision**

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Christopher Gilbert  
**ombudsman**