

complaint

Mr and Mrs S have complained about the handling of a claim they made under their central heating insurance policy with British Gas Insurance Limited.

background

Mr and Mrs S contacted British Gas on 16 December 2017 to report a fault with their boiler, which was not producing hot water. British Gas told them that someone would attend the next day but having waited in all day, no one attended and Mr and Mrs S were told that the appointment would take place on 21 December 2017.

At 6.30pm on 17 December 2017, Mr and Mrs S say there was a loud bang from the boiler room and they found the front of the boiler had buckled and smoke was coming from the boiler. They turned the boiler off and contacted National Grid, who came and turned off their gas supply.

After Mr and Mrs S reported what had happened to British Gas, it said it would come out the next day, *i.e.* 18 December 2017, between 8.00am and 10.00am. Mr and Mrs S arranged time off work to attend but British Gas didn't turn up. When Mrs S called and found the appointment had been changed to a different time slot between 8.00am and 6.00pm. A British Gas engineer attended at 2pm and temporarily repaired the boiler. However, he didn't think it was safe to be left running and disconnected the boiler. He advised that the boiler should be replaced.

Mr and Mrs S were given a quote for a new boiler and were initially told that the earliest this could be installed was 23 December 2017. It was then rescheduled and was installed on 20 December 2017.

Mr and Mrs S say that if British Gas had attended on 17 December 2017, as it should have then the boiler would not have exploded and would not have needed to be replaced and they would not have been forced to pay out the considerable cost of a new boiler just before Christmas. Mr and Mrs S also say they felt compelled to get the new boiler installed by British Gas, whereas if the claim had been dealt with promptly, they would have had a chance to shop around.

Mr and Mrs S also say that because of British Gas's poor handling of their claim, they were without heating and hot water and had to take time off work to attend appointments that didn't happen. Mr and Mrs S also say they have complex medical conditions, which British Gas was aware of and which should have meant the claim was prioritised.

British Gas offered £100 compensation for the broken appointments and delay in dealing with the complaint and £40 to reimburse the cost of a heater.

One of our adjudicators looked into the matter. She didn't think it should be upheld, as she considered that British Gas's offer of compensation as reasonable in all the circumstances of the complaint. She didn't consider there was enough evidence that the boiler would not have been damaged as it was but for any error by British Gas. The adjudicator also explained that any delays or other issues with the installation of the new boiler are not matters we can consider, as that work is not done under the insurance policy but as private work.

Mr and Mrs S don't accept the adjudicator's assessment, so the matter has been referred to me. They have made a number of submissions, which I've summarised below:

- The adjudicator's assessment is illogical. There is no evidence about what was wrong with the boiler and whether it would have been repairable had British Gas attended for the first appointment as originally agreed because any evidence demonstrating the boiler was repairable was destroyed in the explosion.
- They are not experts and are therefore unable to inspect /analyse the boiler; that is what they have paid British Gas for, for the past 23 years.
- British Gas agreed to come out before the boiler exploded and so it is clearly at fault for not reacting quickly enough.
- It is in British Gas's interests to delay coming out, as with the boiler exploding any evidence indicating it should have reacted quicker will be lost.
- The engineer did manage to get the boiler running again, but shut it down due to concerns about it exploding again. But the first explosion could have been prevented and they could have delayed purchasing the new boiler and shopped around for a more economical option.

As the investigator was unable to resolve the complaint, it has been passed to me.

my findings

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 S reported that their boiler was faulty and they were not getting hot water. There was no apparent indication at that point that the problem with the boiler was one which could lead to it breaking down further in the way it did. The boiler exploded at 6.30pm on the day after the claim was made. While British Gas had initially said it would attend before that time there is no provision in the policy that it has to have attended by that time.

It was necessary for British Gas to put the appointment back, and given that Mr and Mrs S apparently still had heating and there was no indication that the boiler might explode, I am not persuaded that this means that it is responsible for what happened.

There are notes on British Gas's file that it tried to call Mr and Mrs S to reschedule the appointment but couldn't get through. While I can understand the disappointment and frustration at the appointment that was due to take place the next day being put back to 21 December 2017, British Gas didn't have to attend on 17 December 2017 and there is no convincing evidence that if they had attended then, the boiler would have been repairable.

I note that Mr and Mrs S say this is because the boiler exploded and the evidence is therefore no longer available. However, the engineer was able to get the boiler working again, after that explosion, but deemed that it was dangerous to operate. Given this, I am not persuaded that British Gas is responsible for the damage to the boiler and the fact it had to be replaced.

British Gas came out the next day at 2pm. Again while I can understand the frustration after being told they'd come between 8am and 10 am, overall the time taken to attend was not unreasonable.

The boiler was deemed to be beyond repair and Mr and Mrs S were advised to replace it.

The replacement is done by another part of British Gas, and is effectively private work and not part of the insurance policy. We only have jurisdiction to look into the actions in relation to the insurance policy and not any private work and so I can't address these issues.

British Gas did make changes to the appointment times without letting Mr and Mrs S know and this will have caused some inconvenience. However, I consider that British Gas's offer of £140 compensation for this to be fair and reasonable. This includes £40 contribution towards the cost of a heater they had to purchase.

my final decision

Despite my natural sympathy for the position Mr and Mrs S found themselves in, I don't uphold this complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 27 January 2019.

Harriet McCarthy
ombudsman