

complaint

Mr K complains about repairs undertaken to his boiler under a policy he took out with British Gas Insurance Limited ("British Gas").

background

In November 2017, Mr K became aware of a fault with his boiler, when three radiators stopped working. He contacted British Gas and took out a Homecare policy. British Gas then attended Mr K's property and identified a broken wire and a leak that had soaked the boiler electrics.

An engineer returned the next day, repaired the leak and re-filled the system. Mr K says that within three hours the heating and hot water stopped working. Another engineer attended and said he could not access the boiler. Another engineer attended and identified a fault with the fan. At this stage Mr K was told that he was no longer covered under the policy.

Mr K believes that the first engineer damaged the boiler, causing it to breakdown. He points out that the boiler had been working since 2011 and it only stopped working after the first visit from British Gas. Mr K had the boiler replaced at his own expense in December and would like to be reimbursed for this. Mr K has provided a letter from the business that carried out that replacement, which says the boiler, "*. . . may have developed this fault after the replacement of the wiring harness to the fan.*" Mr K also complains that he received poor customer service from British Gas.

British Gas rely upon the worksheets completed by their engineers, which identify the cause of the breakdown as a significant pre-existing leak, which damaged the electrical components. They don't accept that the boiler broke down because of any error on their part. But they do accept there were delays responding to Mr K's concerns, for which they offered £200 in compensation.

Our investigator considered the complaint. She thought there was insufficient evidence to show that the problems with the boiler were caused by British Gas' engineer. On balance, she thought British Gas did nothing wrong in relying upon their engineer's evidence. So she didn't ask British Gas to do anything more.

Mr K disagrees with the view, he remains adamant that British Gas caused the boiler to breakdown. Mr K would like British Gas to pay for the replacement and to compensate his family for being without heating for three weeks. The matter has now come to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I understand this was a stressful time for Mr K and I can see that the boiler broke down after the first engineer's visit. But it doesn't necessarily follow that the breakdown was caused by something the engineer did. British Gas' engineer said that a significant leak had soaked the electrics, which likely caused the breakdown. I've looked to see whether British Gas reached a fair and reasonable decision about the cause of damage being a pre-existing leak.

When the boiler was first inspected it was turned off and was recorded as being “at risk.” Parts were ordered. The following day some wiring was replaced but signs of leaking inside the boiler and rust were identified and recorded, suggesting historic damage. On the next visit access to the boiler was recorded as being not to the manufacturer’s instruction, but again signs of leakage were recorded and the condense connection needed replacing. The boiler pressure gauge was inoperable. The boiler was recorded as being at risk. Later the boiler was again said to be unsuitable for contract due to its position and access and the pressure gauge was inoperable.

The letter Mr K relies upon says that a fault “*may*” have developed after replacement of the wiring harness to the fan. The letter doesn’t say the fault is more likely to have been caused by this work, so it isn’t as persuasive as the consistent evidence from British Gas’ engineers. And whilst I understand that Mr K believes the breakdown was down to British Gas, I haven’t seen anything else to show that it is more likely than not that the breakdown was caused by British Gas’ engineers. So in my view British Gas reached a fair and reasonable decision about the cause of the breakdown, on the basis of the evidence available to them.

Under the terms of the Home Care agreement, British Gas were entitled to cancel the policy as the cause of damage was a pre-existing leak. I’ve seen that Mr K received a refund for the monies he’d paid.

British Gas apologised to Mr K for the delay in dealing with the issues he raised and they offered £200 to compensate for this. I think that was a fair offer, so it’s now up to Mr K to decide whether or not to accept it. British Gas have confirmed that they are still offering £200. I won’t be asking British Gas to do anything more.

my final decision

I am sorry to disappoint Mr K, but for the reasons given, I am not upholding this complaint. It is now up to Mr K to decide whether or not to accept £200 from British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr K to accept or reject my decision before 20 April 2019.

Sarah Tozzi
ombudsman