

complaint

Mr D has complained about the service he's received from British Gas Insurance Limited ("BG") under his Homecare 100 policy.

background

Mr D took out a BG Homecare 100 policy in October 2014. Shortly afterwards BG undertook the first service and inspection of his boiler under his policy. The engineer didn't identify any problems with it and it passed all the relevant safety checks.

In January 2015, Mr D's boiler developed a fault. Rather than relying on his policy and calling BG, Mr D called in a third party engineer. This engineer said that one of the seals had degraded and was causing combustion issues, and that the boiler was dangerous.

Mr D believes that this seal can't have deteriorated to the condition in which his engineer found it in the three months since his boiler was inspected by BG. He maintains that BG left him with an unsafe boiler that exposed him and his family to danger. He says he reported this to BG at the time but BG didn't send anyone out to inspect it or ask for any evidence.

Mr D doesn't think he's received the level of service he should've received. He's claiming the return of his £93.60 premium and £250 compensation for the stress and inconvenience he says he's suffered.

BG's declined Mr D's claim. It says that Mr D didn't mention this matter to it until September 2015 when his policy was coming up for renewal, and if Mr D had written before then, he didn't chase for a reply. It says that when it serviced his boiler in October 2014 all safety checks were passed, there were no combustion issues, and that the seals would've been checked and replaced if necessary. It says that the seal could've been damaged by Mr D's engineer when he removed the casing.

Our adjudicator didn't think that Mr D's complaint should be upheld as he hadn't provided sufficient evidence that BG left his boiler unsafe in October 2014. Mr D doesn't agree with the adjudicator's opinion and has asked that an ombudsman reviews his complaint.

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'm not going to uphold Mr D's complaint and I'll explain why.

When Mr D's boiler developed a problem in January 2015 he didn't call BG to repair it under his policy. He called a third party engineer instead. I've looked at BG's records and there's no evidence of it having received any communication from Mr D until September 2015. And if Mr D did write to BG at the time of the repair, he didn't follow this up when he didn't receive a reply. So BG hasn't been able to investigate Mr D's complaint. BG also says that a faulty seal wouldn't have caused any leakage because the boiler is sealed under negative pressure, so it wouldn't have been unsafe.

I have to approach my decision on the basis of the evidence I have, and on the balance of probabilities. I also have to determine what's fair and reasonable to both parties in all the circumstances of the case.

BG's provided evidence in the form of its inspector's report that in October 2014 there were no combustion or any other problems with Mr D's boiler. So I think it's more likely than not that if the boiler seal had been defective at that time, this would've been noticed. And Mr D hasn't provided any evidence to support his assertion that BG left him with an unsafe boiler in October 2014.

So because I haven't seen anything to support Mr D's complaint, I don't think it would be fair or reasonable to BG to uphold it.

my final decision

For the reasons given above, I'm not upholding Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 1 March 2016.

Nigel Bremner
ombudsman