



## **complaint**

Mrs D complains about British Gas Insurance Limited's handling of her home emergency insurance claim. She says she paid for work to be carried out privately as a result of British Gas' mis-advice.

## **background**

In October 2010, a British Gas engineer attended at Mrs D's property in response to a report of a leak from her boiler. The engineer was unable to locate the leak and advised Mrs D that she would need to arrange to make access to her boiler, which was built into kitchen cupboards, before any further investigations could be carried out.

During the attendance, British Gas' engineer recommended that Mrs D have a new boiler installed, due to its age. According to British Gas' records, Mrs D's boiler was installed in 1990. However, this was incorrect and the boiler had in fact been installed in 2004.

Mrs D subsequently paid a sum to A to replace her boiler and a further sum to B to carry out works on the cupboard housing the boiler.

However, in November 2010, it came to Mrs D's attention that her policy with British Gas provided cover for the cost of making access to a boiler, as well as the cost of replacing a boiler in certain circumstances; benefits which British Gas had not informed Mrs D about at the time of her claim.

Mrs D complained to British Gas, who offered to pay her £200 for the cost of gaining access, as a gesture of goodwill. As Mrs D wanted more towards the cost of the new boiler, she brought her complaint to us.

Our adjudicator investigated Mrs D's complaint and, following our involvement, British Gas ultimately offered to reimburse Mrs D for the work undertaken by B as well as pay £200 for the distress and inconvenience caused. Our adjudicator recommended that British Gas should also pay Mrs D a contribution of £800 towards the cost of the replacement boiler.

However, British Gas did not accept the last of these recommendations and maintained that Mrs D's original boiler was capable of being repaired and did not need to be replaced.

## **my findings**

I have considered all of the available evidence and arguments from the outset, in order to determine what is fair and reasonable in the circumstances of this complaint.

British Gas now accepts that the terms and conditions of Mrs D's policy provided for the cost of making access to a boiler. It agrees its engineer provided Mrs D with incorrect advice in October 2010 when he said she would need to arrange for access to be made before further investigations could be carried out. As a result, British Gas has offered to reimburse Mrs D in full for the work undertaken by B.

Mrs D's policy also provides that British Gas will cover the cost of a replacement boiler in certain circumstances. It has now been established that Mrs D's boiler was installed six years prior to the time of the claim. The terms and conditions of Mrs D's policy state:

"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 approved by us if it is not possible to repair yours because, for example, spare parts are not available, or if we decide that it would cost more to repair the boiler than to replace it."

British Gas' engineer recommended that Mrs D should replace her boiler, because of its age. However, this advice was based on incorrect information which British Gas had recorded about the age of the appliance. If Mrs D's six-year old boiler was not capable of being repaired then, under the terms and conditions of the policy, British Gas was responsible for the cost of providing a suitable replacement.

I understand British Gas' engineer had not inspected Mrs D's boiler when he recommended that the boiler should be replaced. However, again, this was as a result of an error by British Gas in failing to identify that Mrs D's policy provided cover for the cost of making access to the appliance.

I cannot say with any certainty what findings British Gas would have made about Mrs D's boiler, and whether the boiler would have been capable of repair, had British Gas carried out an inspection.

Mrs D has provided a report from A, her private engineer, which states it quoted to replace the existing boiler which was deemed by British Gas to be unrepairable. It said the boiler was located in the kitchen between two base units, so it had to be removed by dismantling it and could not have been used once removed.

I acknowledge British Gas' submissions that A's report does not state that the boiler was, in its engineer's opinion, incapable of being repaired and that the engineer did not discuss the matter with British Gas. British Gas has also questioned why its engineer would have advised Mrs D to arrange for access to be made to the boiler if the boiler was not capable of being repaired. However, Mrs D says British Gas' engineer advised her that her boiler was obsolete and it was not likely that it could be repaired and I see no reason to doubt Mrs D's account of the events in the circumstances.

It is clear to me that the initial errors in this case – in advising about access and in recording the age of the boiler – were made by British Gas and that Mrs D reasonably relied on the information provided to her in deciding to replace the boiler. Because of this, I am persuaded that Mrs D has suffered prejudice as a result of British Gas' actions.

Having said that, I must also have regard to the fact that it may have been possible to carry out a repair to the original boiler and that Mrs D now has the benefit of a new boiler. Also, I do not know, based on the information provided, whether the new boiler is a make and model which British Gas would consider to be a suitable replacement for the original one.

So it seems to me that the fair and reasonable outcome in this case would be for British Gas to pay Mrs D a contribution towards the cost of the replacement boiler. I consider a contribution of £800 would be appropriate in the circumstances.

Turning to the issue of compensation for distress and inconvenience caused, British Gas has offered to pay Mrs D £200. I am satisfied that the sum is reasonable.

**my final decision**

For the above reasons, my final decision is that I uphold this complaint in part. I require British Gas Insurance Limited to:

- pay Mrs D £800 towards the cost of A replacing the boiler, together with interest at 8% simple per year from the date of payment by Mrs D until the date of payment by British Gas; and
- reimburse Mrs D in full for the work undertaken by B, together with interest at 8% simple per year from the date of payment by Mrs D until the date of payment by British Gas; plus
- pay Mrs D £200 in total as compensation for the distress and inconvenience caused.

Nimish Patel  
**ombudsman**