

## **complaint**

Mrs D complains that British Gas Insurance Limited caused damage to her gas fire during an annual service.

## **background**

In late August 2012, British Gas attended Mrs D's property to carry out an annual service. While trying to remove a glass panel at the front of the fire, the engineer broke one of the wing nuts. The engineer said this could not be repaired and the fire had to be condemned.

British Gas agreed to refund her premiums which she had paid so far because she was unhappy with the service it had provided.

Mrs D arranged for a private engineer to attend and provide her with a second opinion. The private engineer told her that he thought the wing nut broke due to excessive force, as it had been cross-threaded. Mrs D told British Gas this and it arranged for a service manager to attend and inspect the damage. The service manager reported that the damage was caused by wear and tear due to the age of the gas fire.

However, British Gas offered to fit Mrs D's new gas fire for free and pay £100 compensation. Mrs D purchased a new gas fire and British Gas installed it for her. However, Mrs D had to contact British Gas, as she did not receive the agreed £100 compensation. British Gas sent Mrs D two cheques totalling £300 in full and final settlement of the complaint but she didn't cash the cheques.

Unhappy with the handling of her claim Mrs D brought it to our service.

One of our adjudicators initially thought the complaint should not succeed and the offer already made by British Gas was reasonable. However, he subsequently agreed with Mrs D that as the wing nut had been cross-threaded, this must have been done during the previous annual service by British Gas. Although British Gas said the wing nut had broken due to corrosion, the original engineer had not mentioned corrosion. He therefore recommended that it reimburse the cost of the new fire (£655.92) and pay compensation of £100.

British Gas would not agree to this. It maintains that the screw broke because of corrosion caused by exposure to heat. As the matter could not be resolved, it has been referred to me.

## **my findings**

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

Having reviewed all the information provided by both parties, it's my opinion that this complaint should be upheld.

British Gas initially stated that the wing nut broke to general wear and tear and the age of the gas fire. However, it later said it was cross-threaded but this had happened due to corrosion. British Gas provided a photograph which it says clearly shows the corrosion. However, it's not clear to me that this is the cause of the cross-threading; the original engineer did not apparently mention any corrosion. Neither is there any suggestion that he told Mrs D that the

screw and wing nut were so corroded that there might be a risk of breaking them by forcing it, and giving her a choice about whether or not she wanted him to continue.

I am not convinced that the cross-threading was entirely due to wear and tear, or that the screw would have broken anyway, even if it had not been cross-threaded. Given this, and that it was British Gas that last repositioned the wing nuts, it seems to me that there is enough evidence to find that British Gas was responsible for the need to replace the fire. It should therefore reimburse the cost of the new fire and pay Mrs D £100 for the inconvenience caused, together with interest at our usual rate. For the avoidance of doubt, I don't consider it was unreasonable for Mrs D not to present for payment the cheques sent to her previously, as they were sent in full and final settlement. Therefore the dates of these cheques will not be relevant for calculating the period for which interest is due.

### **my final decision**

I uphold the complaint against British Gas Insurance Limited. It should reimburse Mrs D for the cost of the replacement gas fire, together with interest at 8% simple per annum, from the date she paid for the fire to the date of reimbursement; and pay her £100 for the inconvenience caused.

Harriet McCarthy  
**ombudsman**