

complaint

Mr H is unhappy with the service provided to him by British Gas Insurance Limited (British Gas), under his 'HomeCare two' policy. He feels British Gas damaged his boiler and caused an escape of water at his home.

background

Mr H has explained that he contacted British Gas in May 2017 as there was a problem with his boiler. He said the timer on the boiler wasn't working. So, he booked an appointment for this to be looked at, and for an annual service to be completed.

British Gas completed a service, and ordered a part that needed replacing – with the aim of attending the next day to complete the repair. But, Mr H has said that evening he returned home to discover a leak coming from his boiler. The leak caused damage to carpets within the property, as well as to the ceiling and walls in the downstairs hall. He feels this leak was caused by the engineer that attended on behalf of British Gas.

British Gas has said it doesn't feel it's responsible for the leak. It's said the boiler's heat exchanger had a crack in it, and it didn't think this was caused by its engineer. It said routine checks carried out by its engineer shouldn't cause this sort of damage. And it felt the underlying cause of the damage was the age of the boiler. It offered £160 to Mr H for the delay in it reaching a decision on the issue, and the inconvenience this had caused.

Our investigator didn't uphold this complaint. She thought there wasn't any evidence to show the boiler was damaged by British Gas' engineer. And she highlighted that Mr H's policy didn't provide cover for a replacement boiler in these circumstances.

Mr H didn't agree. So, this complaint has been passed to me for a decision.

I sent Mr H and British Gas a provisional decision on 8 December 2017.

Mr H explained he agreed with my provisional findings. British Gas said it didn't agree, but it didn't have any new information to provide. It felt it felt its technical team had provided a thorough explanation of why it didn't think it was liable for a replacement boiler, or for any contribution towards it. I've thought carefully what British Gas has said, but I still think this complaint should be upheld. I've explained my reasoning below.

my findings

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

Mr H feels the crack in his boiler was caused by British Gas – and because of this problem, it should replace the boiler. So, I've thought about whether it's likely the crack was caused by a British Gas engineer's actions.

Having looked at everything to me, I do think it's likely British Gas are responsible for the crack in Mr H's boiler, and therefore need to replace it.

I say this because Mr H has said there was no leak coming from his boiler, before the engineer's visit in May 2017. And from looking at the engineer's site notes, I can see it didn't mention any problems with the heat exchanger noticed during the service carried out. So, before the service was completed, I think it's likely the heat exchanger was working as it should've been.

I'm aware the leak coming from the heat exchanger became apparent later the same day the annual service had been carried out. And, I understand as part of the service, the engineer had cleaned and inspected this part of the boiler. Given this, I think it's most likely that when dealing with this part of the boiler, the engineer caused some unintentional damage.

I appreciate a manager from British Gas visited Mr H's home with its engineer to see if it was liable for the damage. And, after that inspection British Gas said it thought it was due to the age of the boiler, rather than anything it had done. It felt routine inspections like the engineer carried out wouldn't cause cracking.

British Gas has said its technical team has provided a thorough explanation to explain why it wasn't responsible for the damage. And I have thought carefully about this. But, it didn't provide any particular information as to the general condition of the heat exchanger, to suggest it was suffering from general wear and tear. So, I don't think I can fairly say the crack to the boiler solely happened because of its age. I think it's most likely the crack occurred as a result of a mistake carried out whilst the boiler was being serviced. So, I'm still satisfied it would be fair for British Gas to provide some settlement towards the cost of a new boiler – despite this not being covered under the terms of the policy.

I do understand Mr H had been advised this year, and during the previous years' service, that his boiler needed replacing because of its age, condition and efficiency. Because this means it was likely Mr H would've had to replace the boiler at some point anyway, I don't think I can ask British Gas to pay the full cost of a replacement boiler. Rather, I think a contribution of 50% towards the cost of a like for like boiler would be fair to recognise its part in exacerbating the need for a new boiler, sooner than Mr H would've had to replace it.

When looking at Mr H's complaint, British Gas offered him an amount of £160, for the inconvenience he experienced. So, I've looked to see whether this amount is fair. Mr H has said because of the damage to his boiler, he's been without heating since May 2017. He's said he can only heat one room at a time, using the heaters British Gas provided to him. Mr H also said he needed to refer to his home insurer to deal with the water damage to his property. I can appreciate how this would've been distressing to Mr H. Given this, I still think a total of £500 compensation would be reasonable, as I consider it more accurately reflects the upset caused.

my final decision

Based on the above, I uphold Mr H's complaint – and require British Gas Insurance Limited to pay:

- 50% towards a like for like replacement boiler for Mr H.
- an additional £340 compensation to Mr H, so the total amount provided to him is £500, for the trouble and upset he's experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 12 February 2018.

Rachel Woods
ombudsman