

complaint

Mr A complains about British Gas Insurance Limited's attempts to complete a repair to his boiler under his HomeCare policy.

Mr A considers the service he has received to be substandard.

background

Mr A holds a HomeCare policy, underwritten by British Gas Insurance Limited.

Mr A's boiler was installed in 2008 by a different British Gas company. While that third party company is a business which is regulated by the Financial Conduct Authority, the boiler installation itself is not a regulated activity, and so the installation does not fall within the jurisdiction of this service.

Mr A initially reported a fault with his boiler and central heating system in 2009, then again in 2010. The information provided by Mr A suggests that the faults were resolved.

Mr A contacted British Gas in March 2013 to report a fault with his boiler, as the house was not heating up correctly. A British Gas engineer attended at Mr A's property and found that only three radiators at the property were turned on. The engineer turned on the remaining radiators and completed a check on the boiler. He found the boiler and central heating system to be operating correctly and the desired temperature at the property was achieved.

The engineer considered the heating issue was the inadequacy of having only three radiators turned on to try to heat the entire property.

Mr A disputed that only three radiators were on at the property and maintained that there was a fault with his boiler.

In order to resolve the matter Mr A considered that British Gas should replace the boiler under the policy, which British Gas declined.

Our adjudicator was of the opinion that the complaint should not be upheld. She considered that there was insufficient evidence to support that there was an irreparable fault with the boiler, which would result in the appliance being able to be replaced under the terms and conditions of the policy. She requested that Mr A provide an independent engineer's report confirming that there was an irreparable fault with the boiler. However this was not provided.

Mr A did not accept our adjudicator's opinion. He raised concerns over the installation of his boiler, as he considered it to be faulty. The adjudicator explained that the activity of a chargeable boiler installation (not completed under an insurance policy), is not a regulated activity and so does not fall within the jurisdiction of this service.

As Mr A remained unhappy, the complaint has been referred to me for a final decision.

my findings

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

The terms and conditions of Mr A's policy with British Gas state:

Section 5.9

"Boilers

If your Agreement includes repairs to boilers, the following will apply.

• If we installed your boiler and we agree that your boiler is seven years old or more but is less than 10 years old (and as long as you have had a continuous Boiler and Controls Cover™/Care™ or Central Heating Cover™/Care™ Agreement for the life of the boiler), we will provide a suitable new replacement boiler we have approved.

We will do this when it is not possible to repair yours because, for example, spare parts are not available, or we decided that it would cost more to repair the boiler than to replace it.

Outside of these specific circumstances or any other specific circumstances shown in your Agreement, you are not entitled to a replacement boiler".

In cases where there is a dispute about what happened, we base our decisions on what we consider most likely to have occurred – on the balance of probabilities – given the available evidence.

In this particular case, Mr A has disputed that only three radiators were turned on at his property. British Gas' records, however, make detailed reference to this being the cause of the issue. As Mr A has not provided any convincing evidence which substantiates that it was a fault with his boiler which caused the problem, and given the information provided by British Gas based on its engineer's professional inspection, I consider that it is more likely than not that the problem was as identified by the engineer.

In line with British Gas' policy terms and conditions, British Gas would only be obliged to replace the boiler if the appliance was less than 10 years old and was irreparable. In this case, there is insufficient evidence to indicate or confirm that there was a fault with the boiler which could not be repaired. I am therefore unable to conclude that Mr A's boiler should be replaced by British Gas.

I note that since the adjudicator issued her view, Mr A has indicated that he feels the 'fault' lies in the fact that he was sold the wrong type/model of boiler in the first place. However, as the sale and installation are not regulated activities (even if carried out by a business which is regulated), then that is not something which this service can consider as it does not fall within our jurisdiction.

my final decision

For the reasons above, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Helen Moyer
ombudsman