

complaint

Mr A is unhappy with delays in the handling of his claim under his central heating insurance policy with caused by British Gas Insurance Limited and says that it caused his boiler to be left in an unsafe state.

background

British Gas attended Mr A's property (which he rents out) to carry out an annual service on his boiler. It deemed the boiler to be 'at risk' and arranged for repairs to be carried out. Mr A says that the repairs took around a month to complete. There were then further problems with the boiler that took too long to repair.

Mr A is unhappy with this. He says his boiler was working fine before the annual service. He says that he lost six months' rent as a result of the delays in repairing the boiler and in providing him with a landlord's gas safety certificate; that the boiler was left unsafe; and that he should have had a new boiler. He wants the boiler replaced and compensation.

British Gas paid £246.34 for the delays in fixing the problem with boiler identified after the annual service, which is the equivalent of a year's premium for the insurance policy. It says that the other problems were unrelated and due to a different fault; and there is no cover for a new boiler.

One of our adjudicators looked into the case. She didn't think that British Gas was responsible for the boiler being in a dangerous condition; or that it had left the tenants at risk. It had identified a problem with the boiler and had repaired it. She thought that the refund already paid by British Gas was adequate compensation for the delay in completing those initial repairs. The delay with providing the landlord's certificate isn't something we can look at as this is outside our jurisdiction.

Mr A disagreed and so the matter's been referred to me.

my findings

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

The papers provided to me show that British Gas attended for the annual service on 14 April and, with assistance from the manufacturer, completed the repairs required to make the boiler safe (which, I understand concerned the flue) at the end April. There was also apparently an intermittent problem with the hot water and British Gas came back out in mid May to clean the heat exchanger. However, it appears this wasn't properly resolved until mid June.

I can understand Mr A's frustration and his concerns about his tenants. I have seen the letter referred to by Mr A in relation to the landlord's certificate, dated May 2014, which says that he didn't have a landlord's gas safety certificate because work was outstanding on the boiler. He says his tenant thought he was to blame and I understand they stopped paying rent.

However, I don't think there were any avoidable delays on British Gas' part. It identified some issues with the safety of the boiler in mid-April. It didn't leave it in a dangerous state but had diagnosed problems that could make it unsafe. I understand it was left working but

marked as being 'at risk' but later was switched off. It repaired these issues and then also later repaired a fault that was causing problems with the hot water. Although this took some time in total to complete, there's no convincing evidence that British Gas did anything wrong during this time or caused any unnecessary delays. It did take two weeks for the initial repair which was urgent, as the boiler was 'at risk' at that stage and I agree that the refund of premiums is reasonable compensation for this period.

It took a while to sort out the problem with the hot water but this was an intermittent fault and there's no convincing evidence this should have been resolved earlier than it was.

The policy only provides for a new boiler in certain specific circumstances, including that it is irreparable. In this case, however, the boiler was repaired and so I can't see any reason why British Gas should have replaced the boiler.

The landlord's gas safety certificate probably could have been issued earlier than it was – after the repairs that made the boiler safe i.e. end of April 2014. However, I'm not convinced that this would have been the sole reason his tenants would have withheld rent for six months. The boiler was made safe at the end of April 2014 and they were using the boiler (even though there were still some problems with the hot water). I therefore don't think British Gas needs to pay any more compensation.

my final decision

I don't uphold this complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 5 October 2015.

Harriet McCarthy
ombudsman