

## **complaint**

Mr L has complained about British Gas Insurance Limited. He isn't happy about the way it dealt with a leak from his boiler under his home emergency policy.

## **background**

Mr L had a home emergency policy with British Gas for a number of years. He had to call British Gas out as he kept having a problem with his boiler.

Eventually Mr L got another engineer to look at his boiler who identified that there was a problem with the burner which had corroded and needed replacing. At this point Mr L was advised to replace his boiler as he would get a warranty with it.

When Mr L complained to British Gas it said that it couldn't be sure that it should've identified the problem with the burner earlier and it highlighted that it didn't get the opportunity to assess the burner as Mr L had already replaced the boiler when he complained. However, it did offer £200 compensation as a gesture of goodwill.

But Mr L remained unhappy so he complained to this service. Our investigator looked into things for him but didn't uphold his complaint. She didn't think that there was sufficient evidence to say that British Gas should've identified the problem earlier and thought that its offer of compensation was fair.

As Mr L didn't agree the matter has been passed to me for review.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I would also like to reassure Mr L that I've looked at all the evidence in forming my view but focussed on the key issue of his complaint.

Having done so I'm not upholding Mr L's complaint. I know that this will be disappointing for him but I'd like to explain why.

I can understand Mr L's frustration here and it is possible that British Gas could've diagnosed the problem with his burner at an earlier stage and have paid for a new part. But Mr L didn't give British Gas the opportunity to inspect the boiler when the problem was finally diagnosed which is surprising. I know Mr L feels that the problem would not have been fully diagnosed and he had lost confidence in British Gas but this service does generally expect insurers to be notified of claims and be given the chance to put things right.

British Gas have highlighted that the problem with the burner could've happened since the time of the last service which Mr L disputes, but it is possible even if Mr L feels that this is unlikely. However, if Mr L had allowed British Gas to have looked at the boiler at the time this could've easily been established.

As Mr L, understandably, chose to go ahead with getting a new boiler this opportunity was lost. I know Mr L wanted the cost of the burner as compensation but I think the £200 offer is fair in the circumstances as it can't be established when the burner deteriorated. And the manufacturer's guide lines don't specify that this part needed to be checked during every

service, so I don't think British Gas ought to have checked the burner even though I accept Mr L's point that this would've been advisable.

Finally, I know Mr L is also not happy about the premium increases he faced. And highlights that the call outs he made would've affected his premiums. I've looked at the data provided by British Gas and as the investigator outlined a combination of factors are used in calculating the renewal price. These include the make and model of the boiler, the size of the system, usage of the service amongst other things. And from the information I've seen I'm in agreement with the investigator that British Gas has acted reasonably here and the call outs haven't affected his premiums excessively.

### **my final decision**

It follows, for the reasons given above, that I don't uphold this complaint. I simply leave it to Mr L to decide, upon reflection, whether he wants to accept the offer of £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 1 November 2018.

Colin Keegan  
**ombudsman**