

complaint

Mr C complains that British Gas Insurance Limited ("BGI") wouldn't pay for a replacement central heating boiler after he called on BGI under his home emergency insurance policy, its engineer damaged his existing boiler, and it couldn't be repaired.

background

I issued a provisional decision on this complaint on 13 September 2019, a copy of which is attached to, and forms part of, this decision.

BGI accepted my provisional decision. Mr C didn't respond to it.

my findings

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

As neither Mr C nor BGI has provided any fresh information or evidence in response to my provisional decision, I find no basis to depart from my earlier conclusions.

my final decision

My decision is that I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 8 December 2019.

Lennox Towers
ombudsman

COPY OF MY PROVISIONAL DECISION OF 13 SEPTEMBER 2019

complaint

Mr C complains that British Gas Insurance Limited ("BGI") wouldn't pay for a replacement central heating boiler after he called on BGI under his home emergency insurance policy, its engineer damaged his existing boiler, and it couldn't be repaired.

background

In June 2018 Mr C booked an appointment with BGI to carry out the annual service for his central heating boiler. BGI's engineer attended and advised that a new diverter valve was required.

The engineer returned the next day. However in the course of trying to undo the nuts holding the valve to the boiler, the connecting pipe sheared off. Having checked online, the engineer said that because of the age of the boiler a replacement part was no longer available. So BGI said Mr C would have to buy a replacement boiler.

Mr C complained to BGI. He said that instead of using a spanner of the correct size on the nuts the engineer had used what Mr C described as "gland nut pliers". Mr C didn't think they were the proper tool for the job and that was why the connecting pipe had sheared off.

He was now faced with paying some £3,000 to replace his boiler. As the damage was caused by BGI's engineer, he thought BGI should meet the cost of this, and should compensate him for the holiday he had had to cancel and the inconvenience he had suffered.

BGI didn't accept his complaint. It said its engineer was experienced and had used the same tool for this job on various occasions in the past without issue. It thought that for the part to break as it had done, it would have to have been in poor condition. So BGI wasn't responsible for the boiler becoming irreparable.

Mr C's complaint had been reviewed by its service manager and its senior customer manager who were both of the same view. So BGI said it wouldn't accept liability for the costs of replacing the boiler. It did pay Mr C £50 as a goodwill gesture because of the stress and inconvenience he had suffered.

Mr C didn't accept this and complained to us. He produced a report from a plumbing and heating engineer, whom I'll call "P", which Mr C said supported his view that BGI's engineer was responsible for the broken part. The relevant part of his report is as follows:

"On arrival I found the boiler to be isolated and drained down with a broken union connection pipe from boiler diverter valve assembly which was sheared off. This part was unobtainable spare which meant the boiler was not repairable. In my time as a plumbing and heating engineer which is over 30 years I have replaced many diverter valves on older boilers which I use a spanner on the unions with no issues as pipe grips can slip on union nuts and round off flat edges off the nuts so pipe grips are not advisable. In my professional opinion due to the breaking of the part Mr + Mrs C had to replace the boiler sooner than they had anticipated and certainly sooner than they had planned for."

In response, BGI said its field team believed that the part would have broken whoever replaced it as it had become brittle due to wear and tear over time. Whilst another tool could have possibly been used, the engineer was the expert and would use the tool he felt fit for the job.

This engineer had replaced the part in question using the same tool for other customers multiple times without any issues. So BGI didn't believe the tool used was the cause; it was the condition of the part that meant it broke.

BGI pointed out that the work history for this boiler showed that since 2014 it had been advising Mr C to consider purchasing a new boiler due to the age and efficiency of his appliance, but he had declined a quotation. (In its renewal letter in May 2018 BGI also reminded Mr C that the manufacturer had stopped making his model of boiler and some parts were becoming difficult to source.)

Our investigator said BGI and P didn't agree on why the part failed. BGI believed it failed as a result of wear and tear. P's report suggested this was less clear. Because of the disagreement as to why the part failed the investigator thought BGI should bear the cost of the replacement boiler itself.

The investigator said the age of the boiler meant it would have to have been replaced in the near future. But the actions of BGI's engineer meant the expense arose sooner and unexpectedly. The investigator said BGI shouldn't have to pay the cost of installation and labour for replacing the boiler, but should pay compensation of £300, inclusive of the £50 it had already offered, for the distress and inconvenience it had caused Mr C.

Mr C accepted the investigator's recommendation.

BGI responded to say it had sought advice from a technical expert within its organisation who sat on the Gas Safe council. He advised that having looked at the connection that was broken and the location of the connection within the boiler it was reasonably clear that the connection nut could have been worked on with either a suitable sized spanner (fixed or adjustable) or 'grips'.

The engineer carrying out the repair would determine which tool was appropriate, either through suitability or choice. He also advised that irrespective of whether a spanner or grips were used to attempt to undo the connection nut, it was unlikely that the tool choice alone was the sole cause of the part breaking. It was more likely that the part was seized due to age and that the force applied, in attempting to undo the connection, caused the part to break.

BGI didn't agree that it should be making a contribution towards the new boiler cost given it didn't believe its engineer was at fault. The boiler was old and there was going to be a risk when changing parts due to wear and tear. It didn't feel it should be penalised for this by covering the cost for a new boiler and significantly increasing the gesture of goodwill.

my provisional 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 so, I find that I disagree with the conclusions the investigator came to.

The evidence of P suggests that in his professional opinion it would have been preferable to use a spanner on the relevant part rather than pipe grips. The reason he gives is that this avoids slippage on the nuts which can damage the nuts and make them difficult to grip.

This may be so. But there's no evidence that this is what happened here and caused the part to break. BGI's technical expert suggests the force applied to try to undo the nut resulted in the part breaking because it had seized due to age, and this would have happened whichever tool was used.

Having considered carefully the available evidence, I think it's more likely than not that the cause of the part breaking was that the nut had seized because of the age of the boiler, and it was the force applied to try to free it and possibly the age of the part itself, rather than the particular tool used, that resulted in the break.

That being so, I'm not persuaded that BGI's engineer did anything wrong. So I don't think it's reasonable to require BGI either to contribute anything towards the cost of replacing Mr C's boiler, or to increase the compensation it has offered for the distress and inconvenience Mr C suffered.

my provisional decision

For the reasons I've explained, but subject to any further comments and evidence I receive from either Mr C or from BGI by 27 September 2019, I don't intend to uphold this complaint.

Lennox Towers
ombudsman