

## **complaint**

Mr M complains that British Gas Services Limited gave him poor service under a home care insurance policy.

## **background**

During an annual service British Gas said there was damage to the casing of M's central heating boiler. British Gas shut the boiler down and didn't repair it– leaving Mr M with no central heating or hot water in the depth of winter. Mr M complained that this was unnecessary. He later got someone else to repair the casing using silicone sealant.

The adjudicator recommended that the complaint should be upheld in part. He thought that (after Mr M brought his complaint to us) British Gas had made fair and reasonable offers – most recently to pay £215 compensation.

Mr M disagrees with the adjudicator's opinion. He says, in summary, that British Gas should replace his boiler casing and reimburse him for the £276 cost of a report from the manufacturer.

## **my findings**

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

British Gas found damage to the boiler casing and said it couldn't source a replacement. In view of the later repair, I think British Gas had made a mistake or a misjudgement about whether it should be able and willing to repair the old boiler.

British Gas quoted for a new boiler. But Mr M didn't want to pay for one.

He later told British Gas that someone had done a repair with silicone sealant. I haven't seen any invoice for this.

After he brought his complaint to us, British Gas offered compensation, and to try to repair the boiler (as well as to pay for the silicone repair). The adjudicator found this offer fair and reasonable.

But Mr M didn't want British Gas to do a repair. Instead he got the manufacturer to inspect the boiler. Its report didn't comment on the silicone repair. But the manufacturer didn't recommend any further repair.

Mr M paid £276 for the report and a warranty. But he incurred this cost instead of accepting the British Gas offer the adjudicator had recommended. And the manufacturer's report didn't really shed any further light on the issues. So I don't think it would be fair and reasonable to order British Gas to reimburse Mr M the £276.

The manufacturer later said that it was acceptable to repair gaps in casings with suitable sealant.

And British Gas has said the silicone repair will not invalidate its insurance cover. It has said it will be able to continue to maintain his boiler as usual. But this is subject to the usual exclusion of repairs of damage caused by any poor workmanship by third parties.

I've found that British Gas should have done more to repair Mr M's boiler. And I don't doubt that its shortcomings caused Mr M some upset and put him to some trouble.

But there's not enough evidence that the boiler currently needs further repair. And I don't think it would be fair and reasonable to order British Gas to give Mr M assurances about how it will respond if and when it re-inspects his boiler in the future.

The latest offer from British Gas is to pay Mr M £215. I think that's fair and reasonable compensation in line with what I would otherwise have ordered it to pay. So I don't think it would be fair and reasonable to order it to do anything else.

### **my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order British Gas Services Limited to pay Mr M £215 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 December 2015.

Christopher Gilbert  
**ombudsman**