

## **complaint**

Mr M complains that British Gas Insurance Limited gave him poor service under a landlords' home emergency insurance policy.

## **background**

Mr M has British Gas insurance cover. Where I refer to British Gas or the insurer I refer to the insurance company by that name and I include claims-handlers and engineers for whose actions I hold that company responsible.

Mr M owns a property that he lets to tenants. He called for help when the central heating boiler wasn't working properly. A British Gas engineer capped off the boiler saying it was unsafe. So Mr M bought a new boiler. But an independent engineer and a second British Gas engineer told him the old boiler wasn't unsafe. Mr M had the new boiler installed. He later complained that he was out of pocket.

In its final response letter, British Gas offered to pay Mr M £200.00. He rejected that and brought his complaint to us.

Our adjudicator didn't recommend that the complaint should be upheld. She thought that the first British Gas engineer had given incorrect advice and caused distress and inconvenience. But the insurer had fairly compensated Mr M for that. The adjudicator didn't think that British Gas should reimburse Mr M for the cost of the new boiler.

Mr M disagreed with the adjudicator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that he had no choice but to go through with the replacement boiler.

## **my findings**

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

On 17 February 2017 the first British Gas engineer attended and made the following notes:

*"... DIVERTER PASSING, ORDERED SERVICE KIT. CASE REQ'D (AR CHB)  
TEMP SEALED, TURNED OFF."*

From that I think that the engineer had decided a new case was required around the central heating boiler.

The engineer returned the next day to fit replacement parts to the boiler. He made the following notes:

*"...BOILER ID CAPPED OFF. FAILED MATCH TEST AROUND NEW CASE. TT ALL  
OK"*

From that I think the engineer had fitted a new case. But he thought gases were escaping around it. So he said the boiler was unsafe to use and he capped it off. That left the tenants without central heating and hot water. I accept Mr M's statement that the engineer said he would need to pay for a new boiler.

I accept Mr M's statement that he provided an electric heater for the tenants and gave them a discount on the rent.

Mr M has said one of the tenants saw the engineer prise open the seal with a screw driver causing damage to the compartment. I haven't seen any written statement from the tenant. But I find it more likely than not that any prising was done to remove the old case.

And Mr M's independent engineer and the second British Gas engineer later found no leak from the case. So I don't find that the first British Gas engineer damaged the case or the seals.

Mr M has said that he had the independent engineer come out on 23 February 2017. I accept that he said the old boiler was safe to use.

From an invoice, I see that Mr M bought a new boiler on 23 February 2017. As it included all appropriate piping and other items I find it likely that he did so after - rather than before - the independent engineer had been out.

Mr M asked British Gas to send another engineer to say whether the old boiler was safe or not. On 28 February 2017 a second British Gas engineer noted as follows:

*"... TESTED CHB ALL O.K CASE SEALS O.K-PASSED SLL TESTS"*

From that, I think the second British Gas engineer had tested the central heating boiler and found no gases leaking from the seals around the boiler case. I think he found the boiler was safe to use.

Mr M says British Gas left the boiler running, but not properly. But Mr M hasn't shown us any evidence that the old boiler still had a fault that British Gas should've fixed.

Mr M already had a new but unfitted boiler. He says he couldn't return it. But I think that he'd bought the new boiler after the independent engineer had told him there was no leak from the old one.

From documents dated 1 March 2017, I think the independent engineer installed the new boiler that day. I think Mr M had made that choice after hearing from the independent engineer. Therefore I don't find it fair and reasonable to order British Gas to reimburse Mr M the cost of the new boiler.

Mr M complained in September. British Gas sent a final response in October. It confirmed an offer of £200.00. Mr M brought his complaint to us in April.

On 18 February 2017 British Gas had told Mr M that the old boiler was leaking. That was incorrect. And I think it caused him some distress and inconvenience. In particular it caused Mr M concern about his tenants and about getting someone else to fit a new boiler quickly.

But overall, I find that British Gas' offer of £200.00 compensation is fair and reasonable. I will order British Gas to pay that amount to Mr M if it hasn't already done so. But I don't find it fair and reasonable to make any other order against British Gas in response to Mr M's complaint.

**my final decision**

For the reasons I've explained, my final decision is that I order British Gas to pay Mr M £200.00 for distress and inconvenience insofar as it hasn't already done so. I make no other order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 September 2018.

Christopher Gilbert  
**ombudsman**