

complaint

Mr C complains that British Gas Insurance Limited damaged the boiler at his rental property, causing it to need replacing.

background

Mr C complained to BG about this matter. And, being unhappy with its response, he complained to this service.

Our adjudicator thought Mr C's complaint shouldn't be upheld.

Mr C disagreed with the adjudicator's conclusions. So, the matter's been referred to me to make a final decision.

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've decided not to uphold Mr C's complaint and I'll explain why.

Mr C says he's had home emergency insurance for his rental property with BG for the last 13 years. He says in March 2017 after BG visited to carry out the annual landlord's inspection, he was advised by the letting agent that his boiler had been condemned and turned off. And he says this left a vulnerable family without hot water or heating.

Mr C also says he later learned it was two of the boiler casing fixings that had been damaged. He says he feels as a BG engineer had clearly caused the damage it should take responsibility for either replacing the damaged casing or, if this isn't possible, replacing the boiler. And he says he believes a BG engineer didn't use reasonable care and skill and as a result the boiler casing's been damaged.

In addition, Mr C says the photos he's given us show the boiler casing doesn't appear to have suffered at all from wear and tear. And the only apparent damage is where someone over tightened the screws and broke the fixings. So, he says he wants BG to replace the boiler at no cost to him as it clearly caused this damage at some point.

BG says the engineer who attended Mr C's property in March 2017 contacted the service manager whilst on site and reported that the brackets on the boiler casing were already damaged on his arrival. It says it would be impossible for it to ascertain how and when the damage to the boiler casing would've been caused and by whom. And it says it's offered Mr C a goodwill payment of £100, due to its delays in addressing his concerns and it's offered him a £700 discount towards the cost of a new boiler.

I note Mr C says BG must've caused the damage because it's exclusively serviced his boiler over the last 13 years. And I note he says he consulted a third party engineer who told him the damage was caused by screws being over tightened. But BG says it would be impossible to ascertain how the damage was caused. And I note I haven't seen a report by an independent engineer about the likely cause of it.

So, in these circumstances, I'm not able to conclude the damage that has resulted in Mr C's boiler being condemned and needing replacing is the result of negligence by a BG engineer. Even if I'd been able to reach that conclusion I don't think it would've been fair for me to require BG to pay the full cost of a new boiler, given I understand Mr C's boiler's 15 years old.

I note BG's offered Mr C a £700 discount off the cost of a new boiler and it's offered him £100 due to its delays in addressing his complaint. I think this is reasonable. And I don't think it would be fair for me to ask it to pay him any further compensation, in the circumstances.

So, for these reasons, I can't uphold Mr C's complaint.

my final decision

I don't uphold Mr C's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 7 December 2017.

Robert Collinson
ombudsman