

## **complaint**

Mrs A complains that British Gas Insurance Limited ("British Gas") have failed to properly fulfil their obligations under her Home Care policy.

## **background**

Mrs A holds a Home Care policy with British Gas that provides servicing and breakdown cover for her boiler. She arranged for her boiler to be serviced in February 2019 and expected an updated safety certificate to be issued. However, Mrs A was unhappy to learn that the British Gas engineer was unable to issue a safety certificate because he deemed the boiler to be unsafe and shut it down without repairing it. This left the property without heating or hot water.

The engineer arranged for a visit around three weeks later to provide quotes for a new boiler. But Mrs A eventually replaced the boiler through a local plumber the day after the British Gas engineer had visited.

Mrs A complained because British Gas were unable to rectify a fault on an 11 year old boiler for which parts were readily available. She says the engineer ought to have persevered with the boiler until they could determine which part was causing the problem. And given that it was not ultimately rendered serviceable and safe, Mrs A says they have failed to carry out their obligations under the contract. She is also unhappy because they didn't offer her the chance to have a second opinion on whether the boiler was unsafe, which is now not possible given that it has since been replaced.

British Gas said their engineer had done everything he could to rectify the issue with the boiler that was making it unsafe, but that it wasn't possible. This meant he had no other choice than to deem the boiler 'at risk' and switch it off. As a result, British Gas did not consider they were at fault.

Our investigator didn't uphold Mrs A's complaint. He didn't consider there was any evidence to suggest that the work carried out by the engineer was inadequate or that the decision to deem it unsafe was incorrect. Mrs A disagreed, so the matter has been passed to me to determine.

## **my 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've decided not to uphold it.

British Gas say their engineer did everything he could to ensure that the emission levels reached a safe level, but that it was not possible, which was why it was deemed at risk and had to be switched off. I've considered the work summary produced by the engineer, and I can see he has noted that the boiler was in a '*poor condition*' and was still giving a reading over the permitted levels despite having a full clean. And it also appears that the engineer was able to reduce the emission levels from 0.0057 initially to 0.0047. So it's clear the engineer attempted to bring the emission levels within the permitted parameters, but was ultimately unable to.

Mrs A says that the engineer ought to have persevered with the boiler until they could determine which part was causing the problem. But I haven't seen any evidence to suggest that the boiler was in fact capable of being repaired, or could have actually been rendered safe by replacing certain parts. And given that the boiler has now been replaced, it now isn't possible for this to be determined. So based on the evidence available – which is the opinion of a qualified engineer that the boiler was unsafe and needed replacing – I'm not persuaded that British Gas have done anything wrong that has caused Mrs A any financial loss or emotional harm, or that it can be said that they have failed in their obligations under the policy. So I don't consider it would be fair and reasonable to direct them to compensate Mrs A in such circumstances.

I appreciate that a second opinion would have been advantageous in the determination of whether the boiler could have potentially been repaired. But British gas had already sent a qualified engineer to the property, and they are not obliged to continue sending engineers to verify the work completed by those that have attended previously. So I don't think they've acted unfairly by failing to suggest that a second opinion should be sought by Mrs A before she replaced the boiler – which was always an option she could have pursued independently if she had any doubts.

So, in summary, I do not think there is enough evidence to suggest that British Gas are at fault in these circumstances. So I will not be asking them to compensate Mrs A.

### **my final decision**

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 21 December 2019.

Jack Ferris  
**ombudsman**