

## **complaint**

Mr T is unhappy with the level of service he has received from British Gas Insurance Limited, in relation to claims made under his boiler cover insurance policy and kitchen appliance insurance policy.

## **background**

In March 2013, Mr T contacted British Gas regarding a fault with the handle of his washing machine. An engineer attended and informed him that the whole door needed to be replaced and that this would be ordered. However, Mr T heard nothing more for some time.

Mr T contacted British Gas in August 2013, however no details of the order were found and another engineer was sent out. In October 2013, he contacted British Gas again and an appointment was made for 20 October 2013. On 16 November 2013, a British Gas engineer attended and completed the repair to the washing machine.

In June 2013, Mr T contacted British Gas as a red warning light would intermittently come on the boiler. This was causing the heating and hot water to fail, however if he reset the system the red light would turn off and the boiler would work again. An engineer attended and a return visit was arranged for 24 June 2013 and he said he had resolved the problem. However, Mr T told British Gas six days later that the boiler had failed again. An engineer attended the same day, and further visits took place in July, September, October and November 2013, however, Mr T says the fault was never resolved. They suggested the cupboard around the boiler needed to be removed before it could be fitted properly.

British Gas acknowledged that Mr T hadn't received the service he was entitled to expect under the policy. It offered to pay the sum of £150 – i.e. the equivalent of a year's premiums for the kitchen appliance cover - as a gesture of goodwill because of the delay in completing the repair to the washing machine.

It also cancelled the Boiler and Controls Breakdown Cover and arranged for all of the premiums paid for the policy since it started in 12 November 2012 – a total of £162 - to be refunded to Mr T.

British Gas also offered to pay the sum of £250 compensation for the inconvenience caused to Mr T by the number of visits it made in relation to both claims. The total offered by British Gas is therefore £562.

Mr T didn't accept the offer. He says:

- British Gas has damaged his boiler - the panel would always close until British Gas broke it; the flap on the electronic board has been damaged; and the board hasn't been secured. He wants these repaired and the boiler restored to the condition it was in before British Gas started working on it.
- He's had the boiler repaired by another service provider in October 2014. Its engineer was able to complete the repair within minutes, with no access problems.
- He thinks that British Gas was trying to pressure him into paying it to install a new boiler.
- British Gas engineers would take things apart and would not put things back properly. He says an engineer told him that a previous engineer didn't put things back correctly.

- He was without heating between November 2013 and January 2014, as the fault would occur up to 10 times a day.
- He was contacted by the manufacturer in November 2013 and told that it had obtained parts for British Gas but as it hadn't contacted it again the parts had been returned. The parts had been available for six weeks at that stage.
- British Gas shouldn't have provided cover on the boiler at all, because there were some parts it couldn't have replaced because they were discontinued.
- He's provided video recordings of British Gas' engineers working on his boiler and recordings of telephone conversations.

British Gas denies that it caused any damage to the boiler. It says:

- Its engineer says that the electronic board was secured correctly and left safe inside the boiler panel; the panel was secured correctly to the boiler; and the flap is not damaged but it would not stay shut as it is worn due to natural wear and tear from usage.
- The boiler casing couldn't be fitted back fully, due to the cupboard around the boiler and the cupboard would have been fitted after the boiler was installed.
- The other service provider, who repaired the boiler, reported that it had replaced the safety thermostat but this was not the cause of the problems reported to it – if the thermostat hadn't worked all that time then the boiler would have failed.

One of our adjudicators looked into the case. He didn't recommend that it be upheld, as he thought the offer already made by British Gas was reasonable.

Mr T didn't accept the adjudicator's assessment. He says that the cupboard has been around the boiler since the boiler was installed. Mr T also says the boiler was installed in 2005, however British Gas says it was installed in 2000. He has provided a lot of evidence, and feels that British Gas is lying to him and to us; his story has been consistent but British Gas' account hasn't been.

### **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The service provided by British Gas has clearly fallen far short of that which Mr T was reasonably entitled to expect.

It should only have taken a matter of days, at most, to repair the washing machine handle. However, I understand that the washing machine was working throughout. Given this and that British Gas did repair it eventually and has also refunded a year's worth of premiums, I consider this adequately compensates Mr T for the inconvenience and upset this caused by its delay.

With regard to the boiler, Mr T says it was installed about ten years ago, whereas British Gas says it was about 15 years old and that some parts are now unobtainable.

The other provider replaced a safety thermostat in October 2014, some 11 months after British Gas last attended. The other provider's report says that the boiler had failed and there was no heating or hot water. British Gas says that the safety thermostat wasn't faulty during

the time it was involved and if it had been, and not repaired until October 2014, the boiler wouldn't have worked. It also says that this work wouldn't have needed the casing removed.

The boiler wasn't always showing a fault when British Gas attended. I note that Mr T says it would shut off up to ten times a day but I do consider it more likely than not that it worked for the majority of the time, given that he didn't get anyone else out to look at it until October 2014 – almost a year later. He hasn't suggested that he was without hot water and central heating for this entire time.

British Gas says it resolved the faults reported to it and the evidence provided doesn't establish that the safety thermostat fault was linked to the issues it was dealing with. While Mr T says that there were continuing problems with his boiler, there isn't enough evidence for me to be satisfied that there was still a fault that it had failed to properly deal with in November 2013.

Although British Gas advised Mr T to get a new boiler, I can't determine that there was anything wrong with this. It is advice only and he didn't have to accept that advice. The policy provides that if the boiler can't be repaired and is less than seven years' old, or between seven and ten years' old and was installed by British Gas, it will be replaced. Mr T suggests that he would have been covered for the replacement of his boiler. However, I don't think it's necessary for me to establish exactly how old the boiler was because it wasn't necessary to replace it, and the policy will only cover replacement if it cannot be repaired. British Gas says it was repaired in November 2013.

With regard to the casing, I've viewed some (but not all) the video recordings provided by Mr T. These show that the boiler is contained within a cupboard unit, with little space around it. I can't determine from this that it would be possible to secure the casing of the boiler properly without removing the cupboard, indeed it seems to me that it would be difficult to do so. In addition, there isn't enough evidence for me to be certain that British Gas caused any damage to the boiler flap and panel. It denies this. While I note Mr T is adamant that it did so, I can't be reasonably certain and so I can't make any award against British Gas for this, or require it to come and do any remedial work on the boiler.

British Gas did cause delays in the handling of the claim in relation to the boiler, however, and so I agree that some compensation is due for this. Overall, I consider that the compensation and refunds it has already offered (i.e. £562) is appropriate compensation for this and the delays in dealing with the washing machine.

### **my final decision**

I don't uphold this complaint against British Gas Insurance Limited. If it hasn't done so already, it should pay the £562 compensation already offered before the complaint came to us.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T to accept or reject my decision before 21 August 2015.

Harriet McCarthy  
**ombudsman**