

## **complaint**

Mr and Mrs B believe that their boiler failed because British Gas Insurance Limited's engineers didn't maintain it properly and they weren't suitably qualified to repair it. They have also complained that British Gas stopped servicing the cooker, although they still had cover.

## **background**

Mr and Mrs B's boiler was fitted in 1999. Since 2007 the boiler broke down several times and didn't work efficiently for a number of years; it didn't produce sufficient heat and there were problems with the hot water supply. British Gas made a number of repairs, including fitting a new pressure valve and expansion vessel, new circuit board and heat exchanger.

Mr and Mrs B say there were a total of over 50 visits and in the end British Gas condemned the boiler and quoted £6,000 to replace it.

Frustrated with British Gas, Mr and Mrs B arranged for a private engineer to look at it. On 27 August 2013, he came and identified immediately that the problem was that the expansion vessel hadn't been recharged for several years. He did this and it immediately got the boiler working properly. However, the engineer was concerned about re-charging the vessel after so long, and I understand the repair didn't last long as the diaphragm in the expansion vessel split. The engineer also said that the damage would affect the life expectancy of the boiler itself. He also said that there was a loose connection on the control panel and one of the pressure relief valves was leaking (this was only a short time after British Gas had serviced the boiler). Given this, Mr and Mrs B decided to replace the boiler.

Mr and Mrs B think that British Gas caused this by not identifying the problem as a competent boiler engineer should and not maintaining their boiler properly. They want British Gas to reimburse them the cost of the replacement boiler; to reimburse the payments they've made to the policy since 2007; pay £1,100 for the cost of maintaining the cooker; and to reimburse them for their increased gas bills due to the boiler working inefficiently.

British Gas initially offered £50 compensation to reflect the problems with the service provided to Mr and Mrs B. However, in its final response letter it also offered £600.50, being a refund of the last year's premiums paid for the policy, and the £250 Mr and Mrs B paid for the independent engineer to repair the boiler. When British Gas sent us its file it also offered a further £600 to reflect the problems experienced.

A cheque for the initial £50 was sent but not cashed and so this amount is included in the total final offer of £1,250.50.

One of our adjudicators looked into the case. She thought that British Gas' increased offer was fair and reasonable in all the circumstances. The adjudicator confirmed that the cover Mr and Mrs B had for their cooker didn't include an annual service. Although there were a number of failures on British Gas' part, she didn't think it should be responsible for the cost of a new boiler.

Mr and Mrs H didn't accept the adjudicator's opinion. They remain of the view that the boiler failed because of British Gas' failures to maintain it over the years. They also said that they were not aware of any change in the cover for the cooker. They have made a number of submissions, including the following:

- the boiler was only six years old when British Gas started servicing it and it had a life expectancy of 30 years
- The adjudicator hadn't properly considered their case and they think she was biased in favour of British Gas.
- They held kitchen appliance cover, which included the gas cooker.
- The expansion vessel wasn't checked by any of the British Gas employees – they were asked on at least six occasions what it was.
- If British Gas had fulfilled their part of the maintenance contract and ensured that the vessel was charged correctly on the many opportunities that they had since 2007, this problem would not have arisen.
- The lack of proper heating and hot water has affected Mrs B's medical condition.
- According to British Gas, the cooker had been removed from the maintenance contract in 2009 but they weren't made aware of this and there was no reduction in direct debits to reflect this change.

Essentially, Mr and Mrs B feel that British Gas hasn't employed properly qualified engineers to maintain their boiler; the cooker has never been serviced; and they haven't provided the care and skill that they were paying for.

### **my findings**

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

It's clear that the service provided to Mr and Mrs B wasn't what they were entitled to expect. British Gas accepts that the fault with the boiler should, and could, have been identified on at least seven occasions by its engineers but it wasn't (I note there were many more visits than this in total). This meant they had to endure further visits, and a prolonged time without the boiler working properly. I can quite understand their frustration and concern that British Gas' engineers failed on so many occasions to identify what is apparently not an uncommon fault with a boiler.

It is therefore right that British Gas reimburse the cost of the repair that it should have carried out under the policy. It's also right that Mr and Mrs B should receive compensation for the impact that this had on them. However, I'm not satisfied that British Gas should also pay for the new boiler. It was repaired and although their engineer expressed concern about its life expectancy there is no convincing, independent evidence that this had been significantly affected or needed to be replaced. Their engineer said that the previous work on the boiler was inadequate and it had been left unsafe but he didn't say that the boiler needed to be replaced. Although I can understand their reasons for doing so, it seems to me that it was ultimately Mr and Mrs B's choice to replace the boiler.

Having taken account of all the circumstances, I consider that the increased offer of £1250.50, which includes £250 for their engineer's costs, is not unreasonable. It is in line with awards that we would make for substantial inconvenience and distress.

With regard to the cooker, I've seen copies of the policy schedules issued to Mr and Mrs B, which show that they had kitchen appliance cover for the cooker. This would cover breakdowns or faults with the cooker but not an annual service. They held gas appliance cover which specifies that a gas fire is included in this section, which does apparently include an annual service. These are sufficiently clear to show what cover is being provided.

Given this, British Gas wasn't required to service the cooker. It follows therefore that I don't think any payment is required in relation to this.

**my final decision**

I don't uphold this complaint. The offer made by British Gas Insurance Limited of £1,250.50 is fair and reasonable in all the circumstances. If Mr and Mrs B want to accept the offer, then they should confirm their acceptance of this decision.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs B to accept or reject my decision before 30 July 2015.

Harriet McCarthy  
**ombudsman**