

## **complaint**

Mr G and Ms P complain that British Gas Services Limited failed to service their boiler properly over a number of years.

The background to this complaint and my provisional findings were set out in my provisional decision of August 2015 as follows;

### ***“background***

*Mr G and Ms P held a HomeCare Care agreement with British Gas Services Limited since October 2008. On 13 August 2010, Mr G and Ms P’s agreement renewed onto a HomeCare Cover insurance policy, underwritten by British Gas Insurance Limited. Both contracts covered the boiler to be serviced yearly.*

*Mr G and Ms P took out cover with a different insurer in 2011. In December 2011 the boiler and central system failed. Mr G and Ms P had an engineer look at the system. They’ve said the engineer condemned the boiler as dangerous and told them that the boiler hadn’t been serviced properly. Mr G and Ms P said they had no choice but to replace the boiler. They think British Gas should reimburse them for the cost of the new boiler.*

*British Gas said the four services it had carried out (in August 2008, February and September 2009 and October 2010) were done properly and the checklists showed the boiler flue was safe at the time of the inspection.*

*An adjudicator investigated the complaint and said we couldn’t look at anything before 13 August 2010 as the agreement wasn’t a regulated contract of insurance. But he felt that British Gas’ records showed the boiler was safe at the time of the last service in October 2010.*

*Mr G and Ms P didn’t agree and said at no time had British Gas carried out checks on their boiler flue.*

### **my provisional findings**

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

*It’s worth pointing out that we’re an informal alternative to the courts. I will make my decision based on what’s fair and reasonable taking into account the information we’ve been given. And I’ll do so based on what I think is more likely to have happened than not.*

*I don’t have the power to compel the attendance of witnesses, take evidence on oath or test evidence by cross-examination. If Mr G and Ms P wish to have their case heard on a more formal basis, taking into account the strict rules of evidence and the Civil Procedure Rules, they are free to take their case to court.*

*Our jurisdiction to consider complaints is set out in the Financial Conduct Authority’s Dispute Resolution (DISP) Rules. These say, amongst other things, that we can only consider complaints about ‘authorised persons’.*

*Prior to 6 August 2009, neither British Gas Services Limited nor British Gas Insurance*

*Limited was regulated and so weren't 'authorised persons'. This means we have no power to consider any aspect of Mr G and Ms P's complaint about events which happened before 6 August 2009. But I can look at the events after this date.*

*British Gas told us its engineers must check the effectiveness of the flue during an annual service. It says a flue can't always be inspected because of its location. But in these cases the engineer makes a judgment on effectiveness based on the information available. This can involve a visual inspection of the flue where reasonably practicable but sometimes this can't be done because of the flue's location.*

*The engineer checklists from September 2009 and October 2010 both record that the 'Appliance flueing [was] safe' at inspection. I accept that this doesn't show the extent of the inspection but I think they're enough to show that the engineer didn't feel there weren't any safety concerns and the annual services were carried out properly*

*I then take into account what Mr G said the engineer told him in December 2011. But there's no report that explains why the engineer thought;*

- the flue gases hadn't been checked,*
- the boiler was dangerous and had to be condemned, and*
- British Gas had never serviced the boiler properly.*

*And because of this don't think it would be reasonable for me to say that British Gas should pay anything towards the cost of the new boiler.*

### ***my provisional decision***

*For the reasons explained, my provisional decision is that I don't uphold this complaint."*

### **developments**

British Gas accepted the contents of my provisional decision. Mr G and Ms P didn't respond. Having looked at things again I don't reach a different outcome to that reached in my provisional decision.

### **my final decision**

For the reasons explained in my provisional decision my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Ms P to accept or reject my decision before 26 October 2015.

Sean Hamilton  
**ombudsman**