

## **complaint**

Mr S complains about the service he received from British Gas Insurance Limited under his home emergency insurance policy.

## **background**

Mr S discovered a build up of debris in his boiler. He complained to British Gas that it hadn't been serviced properly.

Being unhappy with British Gas' response to his complaint, he complained to this service.

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

Mr S 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 S's complaint and I'll explain why.

Mr S says British Gas didn't service his boiler properly in 2014. He says it should've serviced it in line with the manufacturer's specifications. He also says British Gas' failure to do this led to a build up of debris in the boiler. And Mr S says British Gas recommended a powerflush when it wasn't needed.

British Gas says the purpose of the annual inspection is to ensure the boiler's working safely and efficiently. It says its engineers carry out a number of safety checks to ensure the boiler's safe and they also complete a visual inspection.

British Gas also says its service manager investigated Mr S's concerns and he arranged to revisit and clean the condensate trap in the boiler.

I note British Gas recommended a powerflush when it attended in 2014. But it didn't say this was essential. And I don't have enough information to conclude this recommendation wasn't appropriate.

I see Mr S's policy says British Gas will visit once a year to check that the boiler's working safely and in line with the relevant laws and regulations. It says British Gas will test the gases produced by the boiler. And if that test shows it's necessary to take the boiler apart to adjust or clean it, British Gas will carry out this work.

This means British Gas isn't required to clean the boiler as a matter of course. And the policy doesn't require it to carry out an annual service in line with the boiler manufacturer's guidelines. So, from the information I've seen, I think British Gas fulfilled its obligations under Mr S's policy.

I see British Gas revisited Mr S's property and cleaned the condensate trap in the boiler when he complained about the build up of debris. I think this was reasonable. And I don't

think it would be fair for me to ask British Gas to take any further action or to pay Mr S any compensation, in the circumstances. So, I can't uphold his complaint.

**my final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision 27 October 2016.

Robert Collinson  
**ombudsman**