

complaint

Mr W complains that British Gas Insurance Limited disconnected his boiler following an annual service.

background

In July 2013, British Gas attended Mr W's property to carry out an annual service, during which it found that there was a leak from the flue pipe. British Gas left a warning notice and explained that because of this it would have to disconnect the boiler until the flue was repaired.

Mr W was unhappy with British Gas' decision to disconnect his boiler and complained. Mr W stated that British Gas should repair the flue or replace his boiler as per the terms and conditions of the policy. British Gas' final response to his complaint said that the replacement clause only applied if the problems were with the boiler, which it isn't, and it does not cover the repairs required to the flue.

Mr W brought his complaint to our service and it was assessed by one of our adjudicators. British Gas said that once Mr W had the flue repaired and if the repair was to a satisfactory standard it would reinstate the boiler. Mr W told the adjudicator that he had the remedial work carried out by a private engineer and was happy for British Gas to attend and carry out an inspection of the flue.

British Gas therefore attended in March 2014, but it considered that the repair to the flue had not been carried to a satisfactory standard and there was still a leak. Due to this, British Gas would not reconnect Mr W's boiler.

The adjudicator did not consider that British Gas had acted incorrectly given that the flue was still considered to be dangerous. Mr W did not agree and as a result of the ongoing dispute, the matter has been referred to me.

my findings

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

I am not persuaded that British Gas has acted unfairly or unreasonably in deeming Mr W's boiler unsafe due to issues with the flue. There is no evidence, as far as I am aware, that this was an incorrect diagnosis. And I am therefore unable to require it to reconnect the boiler until there is convincing evidence that the flue has been properly repaired and it would be safe to do so.

Although Mr W says it has been repaired, British Gas reported that it was still 'spilling' gasses from a leak into the attic space. It is not therefore prepared to reconnect the boiler until that is resolved. Again, in the absence of any other evidence that this is not correct, I am unable to require British Gas to take any action.

Mr W considers that British Gas should repair the flue (and mentions that on a previous occasion a British Gas engineer patched up a crack in the flue). However, the policy excludes "repairing or replacing appliance flues...other than room-sealed appliance flues (up to 1 metre in length)." The part of the flue that needed repairing was in the attic space and

therefore more than a metre from the boiler and so the cost of the repair is not covered by the policy.

The policy also only covers the cost of replacing the boiler, if the boiler has broken down and is irreparable or beyond economical repair. There is no mention of any problem with the boiler itself and so I cannot see any reason why British Gas should pay to replace the boiler.

Whilst I can see that this would have been a difficult time for Mr W and he appears to have been without the use of his boiler for some time, I am unable to attribute that to any wrongdoing on the part of British Gas.

my final decision

I do not uphold this complaint against British Gas Insurance Limited.

Harriet McCarthy
ombudsman