

complaint

Mr N complains about the service he received from British Gas Insurance Limited (BG) under his home emergency insurance policy.

background

Mr N says BG carried out an annual service of his boiler on 16 November 2016 and he was given an 'all clear' certificate for it. He says the boiler broke down on 11 December and BG attended and booked another appointment for 21 December to fit new parts. And he says when BG attended then, the engineer disconnected the boiler as being unsafe to operate, due to excessive corrosion.

Mr N also says BG refused to take responsibility for the breakdown and/or replacement of his boiler. He says he had no heating or hot water for two weeks which ruined Christmas for him and his family. And he says he paid for the boiler to be replaced by a private engineer on 6 January 2017.

In addition, Mr N says if he'd been given any warning about the condition of the boiler when it was serviced on 16 November, he could've planned a boiler replacement to minimise the inconvenience to him and his family. He says he strongly believes rusting on the scale which resulted in his boiler needing to be replaced must have started much earlier. And he says if BG had carried out proper maintenance during the annual services the issue could've been detected whilst the boiler was still under warranty and the failure could've been avoided.

So, Mr N says BG should reimburse the £2,500 he paid to replace his boiler. And it should pay him a further £2,100 for his out of pocket expenses.

BG says during an annual service its engineers capture several safety readings. It says if the readings are within the relevant regulatory guidelines the engineer would have no need to investigate further, unless the boiler wasn't working at the time. It says during the annual service of Mr N's boiler on 16 November 2016 its engineer found it to be in working order, captured all readings and had no cause for concern. And it says the engineer noticed slight dry rust which appeared to be consequential from a previous leak and he noted it on his job report.

BG also says when Mr N later reported a fault its engineer who attended on 11 December found the heat exchanger was leaking and ordered a replacement part. It says the engineer returned with a new heat exchanger on 21 December and upon removing the old one found excessive corrosion in the combustion chamber. And it says this isn't a part of the boiler its engineers can visually inspect without removing parts. In addition, BG says there were no reports of rust or corrosion on previous annual services. So, it says it doesn't think Mr N's complaint's justified.

Mr N complained to BG about this matter. BG rejected Mr N's complaint, but it offered him £30 compensation for its delay in responding.

Mr N was unhappy with BG's response to his complaint. He thought it should reimburse the £2,500 he'd paid to replace his boiler. And it should pay him a further £2,100 for his out of pocket expenses. So, he complained to this service.

Our investigator thought Mr N's complaint should be partly upheld. She said BG should pay him a further £250 compensation for the trouble and upset he'd experienced as a result of its poor handling of the matter, in addition to the £30 it had offered him.

Both parties disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

I recently issued my provisional findings on this complaint. I said I was minded to conclude it was reasonable for the engineer to assume the dry surface rust he could see was probably the result of a previous leak. And not to investigate the matter further during the service on 16 November 2016.

I was also mindful that even if the engineer had located the significant internal rusting during the service, Mr N would still have needed to replace his boiler when it was discovered a few weeks later on 21 December. And, as the boiler was over 10 years old, this wouldn't have been covered under his policy.

I noted BG offered Mr N £30 compensation for its delay in responding to his complaint. And I was minded to conclude this was reasonable and that it wouldn't be fair for me to ask BG to pay Mr N any more compensation, in the circumstances.

So, for these reasons, I was minded not to uphold Mr N's complaint.

This was different from the investigator's opinion. So, I invited both parties to comment and provide any additional evidence for me to consider.

A copy of my provisional decision is attached and forms part of this final decision.

my findings

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

In response to my provisional decision, Mr N says BG's service manager told him 'lessons were learned' from this incident. And he says he believes the reference in BG's documents to the engineer who carried out the service noting on his job report slight dry rust which appeared to be consequential from a previous leak had been added after Mr N had complained about this matter.

Mr N's also pointed out the seriously adverse consequences for him and his family of having to move out of their home two days before Christmas due to the boiler failure and having to spend the festive period in a hotel.

In addition, Mr N questions why the customer checklist he was given after the service on 16 November 2016 gave him false re-assurance that his boiler was in good health.

The timing of Mr N's boiler failure was particularly unfortunate. I don't doubt the distress and inconvenience this will have caused for him and his family. And I've a great deal of sympathy for him.

But I don't have enough information to conclude BG's engineer was wrong not to investigate further what he says he thought was probably surface rust from a previous leak. Or that he

was wrong not to draw this matter specifically to Mr N's attention at that stage. I also don't have enough information to conclude BG's records of this matter were amended after Mr N complained about it.

So, for these reasons I can't uphold Mr N's complaint.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 16 April 2018.

Robert Collinson
ombudsman

copy of my provisional decision

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Mr N says BG carried out an annual service of his boiler on 16 November 2016 and he was given an 'all clear' certificate for it. He says the boiler broke down on 11 December and BG attended and booked another appointment for 21 December to fit new parts. And he says when BG attended then, the engineer disconnected the boiler as being unsafe to operate, due to excessive corrosion.

Mr N also says BG refused to take responsibility for the breakdown and/or replacement of his boiler. He says he had no heating or hot water for two weeks which ruined Christmas for him and his family. And he says he paid for the boiler to be replaced by a private engineer on 6 January 2017.

In addition, Mr N says if he'd been given any warning about the condition of the boiler when it was serviced on 16 November, he could've planned a boiler replacement to minimise the inconvenience to him and his family. He says he strongly believes rusting on the scale which resulted in his boiler needing to be replaced must have started much earlier. And he says if BG had carried out proper maintenance during the annual services the issue could've been detected whilst the boiler was still under warranty and the failure could've been avoided.

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Our investigator thought Mr N's complaint should be partly upheld. She said BG should pay him a further £250 compensation for the trouble and upset he'd experienced as a result of its poor handling of the matter, in addition to the £30 it had offered him.

Both parties disagreed with the investigator's conclusions. So, the matter's been referred to me to make a decision.

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.

I'm currently minded not to uphold Mr N's complaint and I'll explain why.

I see during the annual service of Mr N's boiler BG carried out on 16 November 2016 the engineer noted some dry surface rust which appeared to be the result of a previous leak. I note Mr N says the significant internal rusting to the boiler would've been evident if the engineer had removed the front panel of the boiler. And he's given us a photo showing the extent of internal corrosion he thinks should've been discovered at that stage.

But I also note BG's told us the photo shows the boiler with the heat exchanger removed. And it's told us the heat exchanger would've been in front of the rusted area, so this wouldn't have been visible during the service.

Taking everything into account, I'm minded to conclude it was reasonable for the engineer not to investigate the matter further at that stage and instead to assume the dry surface rust he could see was probably the result of a previous leak.

I'm also mindful that even if the engineer had located the significant internal rusting during the service, Mr N would still have needed to replace his boiler when it was discovered a few weeks later. And, as the boiler was over 10 years old, this wouldn't have been covered under his policy.

I note BG offered Mr N £30 compensation for its delay in responding to his complaint. And I'm minded to conclude this was reasonable and that it wouldn't be fair for me to ask BG to pay Mr N any more compensation, in the circumstances.

So, for these reasons, I'm minded not to uphold Mr N's complaint.

my provisional decision

For the reasons set out above, but subject to both parties' responses to this provisional decision, I'm currently minded not to uphold Mr N's complaint against British Gas Insurance Limited.

Robert Collinson
ombudsman