

complaint

Mrs S complains that when she called on British Gas Insurance Limited ("BGI") under her home emergency insurance policy to repair her central heating boiler:

- it wouldn't work on the boiler;
- its engineer behaved in an unprofessional manner; and
- BGI didn't give her a proper report on what was wrong with the boiler so she could decide what to do next.

background

Mrs S owned a property which was rented out to tenants. She took out a home emergency policy with BGI to cover the boiler and central heating system in the property.

In November 2017 the boiler stopped working, and she called on BGI under her policy. BGI's engineer said he found that the cellar where the boiler was situated was very wet. The boiler itself was wet on the outside, and when he removed the case he found the internals and electrics were wet, with water dripping off the flue.

The engineer said that the boiler was a safety risk in this state. So he wouldn't work on it and left it capped off. Mrs S arranged for the company that installed the boiler to come and inspect it. The engineer it sent found the boiler to be dry and said she should get BGI to come and turn it on again.

BGI sent a second engineer. He was of the same opinion as the first BGI engineer. However Mrs S thought he was unprofessional in the way he went about the inspection. She also said he made disparaging remarks about her in front of her tenant. Mrs S asked BGI for a more comprehensive report about the condition of the boiler so she could decide whether to replace and/or relocate it, but this wasn't provided.

She complained to BGI about the way its engineers had acted. BGI didn't accept her complaint. It said it thought its engineers had acted appropriately in shutting off the boiler and refusing to work on it.

It didn't accept that the second BGI engineer had spoken to Mrs S in an inappropriate manner. And it thought its engineers had provided sufficient information to Mrs S by leaving a work report and verbally informing her tenant at the premises that they couldn't work on the boiler because of the wetness on and within the boiler.

Our investigator recommended that this complaint should be upheld in part. He noted that Mrs S's own engineer found the boiler to be dry when he visited. But the investigator didn't think that was enough for him to say BGI's two qualified engineers were wrong not to repair the boiler. Because of this, he couldn't say Mrs S should be compensated for the cost of relocating and replacing her boiler – this might have been needed anyway.

It was understandable that Mrs S should want more information about why the boiler had stopped working and whether it could be relocated and/or repaired. He said this wasn't BGI's responsibility under the policy. But he thought BGI could have been clearer in its communications with Mrs S.

On balance, he thought the second engineer had made comments to Mrs S that were unprofessional, and inappropriate in front of Mrs S's tenant. He accepted this caused Mrs S distress and embarrassment. He recommended that BGI pay Mrs S £100 as compensation for its poor communication and its engineer's inappropriate remarks.

BGI accepted the investigator's recommendation. Mrs S responded to say, in summary, that she thought BGI should have provided fuller information on whether the problem was the location of the boiler and/or a fault in the boiler itself.

The first BGI engineer told Mrs S that the problem was the location, not the boiler itself. Mrs S asked another company to quote for the relocation of the boiler. She then heard that BGI told her tenant that the circuit board had gone. She tried to find out from BGI if this was true, but couldn't get BGI to respond.

Because the tenants had been without hot water and heating for a week by then, she felt she couldn't delay any longer. She replaced the boiler and relocated it. But in the absence of information from BGI she didn't know if this had been entirely necessary. She thought that if BGI were condemning a boiler, it should have provided a documented reason to support this.

my findings

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

When Mrs S's boiler stopped working she called on BGI under her policy to repair it. BGI's engineers said that because of the wet condition of the boiler when they visited, they couldn't work on it and it was unsafe to use. Like the investigator, I can't say BGI acted wrongly in refusing to work on the boiler.

I haven't seen anything in BGI's records to suggest its engineers investigated the boiler further to see what was wrong with it, or that they identified that the circuit board had failed. So it isn't clear that BGI had this information.

BGI's obligation under that policy was to attend when called upon and repair the boiler. It wasn't required to investigate and report on the condition of the boiler. It was sufficient that it attended, and then explained why it was unable to work on the boiler. However I agree that BGI should have communicated with Mrs S when she tried to find out what BGI knew about the condition of her boiler.

Mrs S could have instructed another engineer, such as the installer who had already been to the house, to advise her on whether the boiler could be salvaged and installed elsewhere. So I can't say BGI should be responsible for the cost of replacing and installing the new boiler.

The investigator recommended that BGI should pay Mrs S £100 as compensation for its failure to communicate with Mrs S, and for its engineer's inappropriate remarks. I think this is fair and reasonable in the circumstances, and don't require BGI to do anything more.

my final decision

My decision is that I uphold this complaint in part, and order British Gas Insurance Limited to pay Mrs S compensation of £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 22 March 2019.

Lennox Towers
ombudsman