

## **complaint**

Mr and Mrs K complain that British Gas Insurance Limited gave them poor service under a home care insurance policy.

## **background**

Mr and Mrs K had - in an airing cupboard – a combined boiler and hot water cylinder unit. Mr K noticed a leak from a joint on an outlet pipe. As Mrs K had British Gas insurance, Mr K called it for help. The company arranged delivery of a replacement cylinder unit but didn't fit it. Mr K complained that it left him without central heating and hot water. So he got another company to fit a new boiler which didn't need a cylinder.

The adjudicator didn't recommend that the complaint should be upheld. He didn't think that British Gas was liable for the cost of the new boiler. And British Gas had made an offer of £100 which was in line with similar cases, the adjudicator said.

Mr and Mrs K disagree with the adjudicator's opinion. He says, in summary, that British Gas has given incorrect information.

## **my findings**

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

The cylinder was over 20 years old. I've seen a photograph of it, showing deposits around some joints. I accept Mr K's statement that one of the joints was leaking.

British Gas ordered a new cylinder which was delivered to Mr and Mrs K's home. And it has confirmed Mr K's understanding that it was intending to fit the unit free of charge. So Mr K had no reason to argue. But I don't find it likely that British Gas could have successfully repaired the joints as an easier and cheaper alternative to the new cylinder.

A British Gas engineer drained the system. And I accept Mr K's statement that he damaged some plants in the garden.

The engineer removed the old cylinder without checking that the new one was the same or would fit. I don't doubt that Mr K was disappointed and upset to learn that it wouldn't fit.

And I accept that this inconvenienced Mr and Mrs K – leaving them without hot water and central heating. It also put them to the trouble of having urgent decisions to make.

Mr K rejected the British Gas quote for a new boiler. Instead he got another company to install one for less money.

British Gas has not helped matters by referring to a diagram indicating a pipe which it said was leaking, but which Mr K says was never part of his installation.

I have carefully read an email from Mr K's independent engineer. I accept his opinion that it was not good practice for British Gas to remove the old cylinder without checking the replacement. But I think the independent engineer stopped short of saying that he could have successfully mended the old joints.

And Mr K got his independent engineer to install the new boiler despite the fact that the new cylinder was still in his possession. So I'm not persuaded that he wanted to pursue the option of making that new cylinder fit. From what the independent engineer said and did, I think that he took the view that a new boiler was the best option.

And the terms of the policy didn't cover the cost of replacing the old cylinder unit with a new boiler.

So I don't think it would be fair and reasonable to order British Gas to pay for Mr and Mrs K's new boiler.

I accept Mr K's statement that British Gas failed to collect the new cylinder so he moved it to his business premises. But I don't think it was unfair that its final response letter said that British Gas wanted the cylinder back.

It offered £50 compensation for delay and a further £50 for damage to garden planting – provided that Mr K made the cylinder available for collection.

I think it's fair and reasonable to hold British Gas to that offer. But I don't think it would be fair and reasonable to order it to make any other redress to Mr and Mrs K.

### **my final decision**

For the reasons I've explained, my final decision is that I order British Gas Insurance Limited to pay Mr and Mrs K (jointly and within 14 days after its receipt of the new cylinder unit) £100 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs K to accept or reject my decision before 15 March 2016.

Christopher Gilbert  
**ombudsman**