

complaint

Mr and Mrs L have complained about British Gas Insurance Limited. They say that it failed to undertake their annual service properly causing the boiler to be condemned.

background

Mr and Mrs L had a policy with British Gas for their boiler for a number of years. Around July 2014 they cancelled their direct debit payment due to a change in their personal circumstances. They didn't inform British Gas of their intention to cancel the policy.

In November 2014 they had a problem with their boiler and asked British Gas to attend. It refused due to attend due to the outstanding payment issue and they went on to get a private engineer to attend.

The engineer condemned their boiler. Mr and Mrs L said that British Gas's failure to undertake the yearly services, or to undertake them properly, had caused the failure and complained to this service.

Our adjudicator investigated the complaint but didn't uphold it. She was satisfied that British Gas had acted reasonably in attempting to undertake the annual service. But as Mr and Mrs L hadn't made contact to arrange the service she didn't think it was responsible.

Furthermore, she was satisfied that British Gas would not have replaced the boiler under the contract in any event. This was because the boiler was over thirty years old and the contract was clear that it would not look to replace a boiler that was over ten years old.

As Mr and Mrs L didn't agree the matter has been passed to me for 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.

Despite my natural sympathy for the position Mr and Mrs L have found themselves I can't uphold their complaint and I will explain why.

The main thrust of Mr and Mrs L's complaint is that they believe that British Gas's failure to undertake a service, or to undertake one negligently, has contributed to the boilers failing. From the evidence before me it would appear that the boiler wasn't serviced for a number of years. I know Mr and Mrs L believe it was serviced but there isn't any evidence to support that position. It appears that British Gas did attend in 2012 but that was in order to undertake a minor repair, not to undertake a service.

British Gas has provided evidence that they tried to contact Mr and Mrs L on a number of occasions to undertake the annual service between 2009 and 2014. I'm not sure why Mr and Mrs L didn't receive any of the letters. But I would also expect them to contact British Gas direct in order to request their annual service. It is likely that a service would have at least identified the problem with the boiler at an earlier stage. However, I'm not sure it would have prevented the boiler from being condemned. I say this as the boiler was over thirty years old.

As Mr and Mrs L had stopped paying for the contract I can't say that British Gas acted unreasonably by not attending some months after payment had stopped. Either way, even if British Gas did attend, under the contract, it wouldn't have replaced the boiler due to its age.

I understand that British Gas has paid Mr and Mrs L £242 by way of refund for the service's not undertaken and acknowledgement of its delays. I think this seems reasonable. I say this as it clearly did try to undertake the annual service. And I do think that there is some onus on Mr and Mrs L to ensure that a service was arranged, particularly over a four or five year period.

I am aware that after Mr and Mrs L complained that British Gas did send an engineer, as a gesture of good will, to try and repair the boiler. However, the engineer was unable to deem the boiler safe. As such I can't reasonably conclude that British Gas has acted unreasonably.

my final decision

I know it will be a disappointment to Mr and Mrs L but my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 7 October 2015.

Colin Keegan
ombudsman