

## **complaint**

Ms W has complained about British Gas Insurance Limited. She isn't happy about the service she received following a claim under her home emergency insurance policy.

## **background**

Ms W had a number of problems with her boiler over a number of years. British Gas attended on a number of occasions and fixed her boiler.

At the end of September 2015 British Gas was called to fix another problem with the boiler. Although the problem was identified and could be repaired Ms W decided to replace the boiler. This was because the boiler had broken down on a number of occasions and was repaired a few months earlier for the same problem.

However, Ms W then had a problem with her new boiler and it was discovered that there was a problem with the 'condensate' pipe. Ms W believes that had this problem been identified earlier then she wouldn't have required a new boiler. So she complained to British Gas and then this service.

Our adjudicator looked at her complaint but didn't uphold it. She was of the view that there wasn't enough evidence to show that the problem with the 'condensate' pipe caused problems with her original boiler. And that British Gas had acted reasonably when it offered to pay £100 compensation for not realising that there was a problem with the pipe when it fitted the new boiler.

As Ms W 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.

I can understand Ms W's frustration and suspicion but the information before me doesn't support her position. So I won't be upholding her complaint and I will explain why.

It is clear that Ms W was advised over a number of years that her boiler would need replacing. This was because of a number of reasons, including accessibility and reliability. Indeed, I can see that the boiler was reaching the end of its economic life. So I don't think British Gas acted unreasonably in suggesting that the boiler should be replaced.

However, British Gas made it clear that her boiler was repairable and that it could order the required part if she wanted to go ahead with the repair. This part, a circuit board, had been replaced previously and wasn't related to the pipe problem that was identified at a later stage.

So I can understand why Ms W chose to have the boiler replaced, at a discounted rate, but I don't think that British Gas pressurised her into doing this. Its engineers offered her their professional advice over a number of years.

I can see that the problem with the pipe caused the new boiler to stop working altogether. I have seen a technical explanation as to why this was the case and that it wouldn't have

affected her old boiler in quite the same way. Without any evidence to show that the pipe would have affected her previous boiler I can't say that British Gas acted poorly. I say this as Ms W chose to replace the boiler and the breakdown at that time was unrelated.

Overall, I don't have sufficient evidence before me to say that Ms W's boiler didn't need replacing. From the various notes saying that Ms W should consider replacing the boiler, over the previous couple of years, and the various breakdowns for different reasons I can't conclude that British Gas has acted unreasonably. It attended her property on a number of occasions so Ms W had good use of the policy and I don't believe that British Gas should refund her premium.

In relation to the problem with the pipe. I agree that British Gas should've noticed this at the time it fitted the new boiler. But I agree that its offer of £100 compensation for this is reasonable.

### **my final decision**

For the reasons set out above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 22 March 2016.

Colin Keegan  
**ombudsman**