

complaint

Mrs T has complained about the service provided by British Gas Insurance Limited ("British Gas") under a home care emergency breakdown insurance policy, saying the engineer failed to notice there was sludge in the boiler system and this failure led to the breakdown of the boiler causing her a financial loss of £2,500.

background

Mrs T had annual home care insurance protecting her heating and hot water system and providing for an annual service to be carried out. When British Gas carried out the last annual service of the boiler, the only fault identified was a "not to current standards" issue with the flue. Mrs T sold the property shortly afterwards. Later that month, the new property owner notified British Gas that the boiler had stopped working. An engineer had diagnosed the failure of the boiler was caused by sludge.

Mrs T complained to British Gas. She said it had not serviced the boiler correctly and requested reimbursement of £2,500 which she had to pay the new owner towards replacement of the boiler. British Gas rejected the complaint. It stated that the engineer had not identified any fault and there was no indication of sludge.

The complaint was investigated by an adjudicator who considered there was insufficient evidence that British Gas had carried out the service incorrectly. He said there was nothing to suggest that there were faults present that would have prompted further investigation. He did not consider that British Gas should reimburse Mrs T's payment.

Mrs T did not accept the adjudicator's opinion and requested that the matter be referred to an ombudsman. She said she believed the heating system was not working when it was serviced and the engineer must have been aware that it was not working.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The issues for me to determine are whether British Gas failed to meet its contractual obligations and, if not, the extent of its liability.

I have approached the complaint as sympathetically as possible, since I understand Mrs T feels very strongly about it.

An annual service as defined by the policy is:

"Annual Service: for Agreements that include an Annual Service, means a visit we undertake in each Period of Agreement to check the elements included in your Agreement are safe and in good working order. Further details are contained in the section headed 'General Conditions'."

I accept that the boiler broke down around two months after being serviced. Whilst I accept Mrs T's statement that the heating system was not working at the time, I note that the service was carried out during the summer. There is no evidence that the boiler was not working at the time of the service or that there was a problem with hot water then.

Given that the cause of the boiler breaking down was sludge and this occurred within a relatively short period, I accept that there must have been a significant amount of sludge present at the time of the annual service. However, the policy specifically excludes an responsibility for *“removing sludge from your system”*. I am therefore unable to agree that the engineer’s failure to check for sludge shows the inspection was faulty. The policy states that it is the owner’s responsibility to have the system flushed regularly.

I cannot overlook the fact that the breakdown report states that the system was more than 15 years old at that date; and that both the heating and hot water were not functioning then.

In view of its age, I do not find it surprising that the boiler broke down.

There is no evidence that the engineer failed to carry out the annual service properly. He had no obligation to check for sludge and there is nothing to suggest that he overlooked any fault. In my judgment, British Gas was not liable for the subsequent failure of the boiler.

Despite my sympathy for Mrs T’s predicament, I do not consider it would be either fair or reasonable to require British Gas to make any payment to her.

my final decision

It is my final decision that British Gas Insurance Limited was not liable to pay compensation after Mrs T’s boiler broke down and I am satisfied that it complied with the terms of the insurance policy.

I make no award against British Gas Insurance Limited.

Reidy Flynn
ombudsman