

complaint

Mrs J complains that British Gas Insurance Limited gave her poor service under a home emergency insurance policy.

background

The Financial Ombudsman Service deals with complaints about insurance companies and other regulated financial firms. Where I refer to the insurer or British Gas, I refer to the insurance company of that name, and I include its engineers and others for whose actions I hold that company responsible.

Mrs J owned a property that she let to tenants. She called British Gas for help with the central heating boiler. Mrs J complained that British Gas said it needed a new flue that it couldn't source. This meant she had to spend about £1,500.00 on getting someone else to install a new boiler, Mrs J says.

Our investigator didn't recommend that the complaint should be upheld. She said that she was satisfied with the way British Gas had addressed the complaint.

Mrs J disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She has sent us further evidence about the flue.

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 policy provided that British Gas would repair the boiler. But it said that if British Gas had warned that it might be difficult to find spare parts, then British Gas would do what it could, within reason, to repair the boiler.

Mrs J says British Gas hadn't told her that there was a problem with spare parts.

But from its records, I see that the boiler was at least seventeen years old and British Gas had for many years told Mrs J that the boiler was old and in need of replacement. I find it likely that British Gas had said that – because of its age - not all spare parts would be available.

Mrs J reported that the boiler had a pressure problem and a British Gas engineer inspected the boiler on 8 October 2017. His computerised note was as follows:

"CODE5, EXPATION VESSELL REQUIRED, BOILER OFF WALL JOB, PARTS ORDED, AR BOILER OUT OF ACTION"

From that I find that he said the boiler needed a new expansion vessel. And that would involve taking the boiler off the wall. I find that he ordered the necessary parts.

The engineer returned on 10 October. Unfortunately there's a conflict of evidence about what happened.

Mrs J says that the engineer said that if he took the boiler off the wall, it would cause damage to the flue. So Mrs J bought a new boiler and paid another engineer to fit it. She has sent us receipts for £700.00 for the boiler and £300.00 for installation.

When she first brought her complaint to us, Mrs J sent us a copy of her engineer's report as follows:

*"We were requested beforehand by the above mentioned to remove the flue with the utmost of care. This was done by carefully removing all cement caulking around the annular flue opening.
This Item was then handed to the owner of the property."*

More recently, she has sent us an amended version of the report as follows:

*"We were requested beforehand by the above mentioned to remove the flue with the utmost of care. This was done by carefully removing all cement caulking around the annular flue opening. Both the boiler and flue came out intact and there was no damage to both.
These items was then handed to the owner of the property."*

I have underlined the words that have been added recently.

British Gas says that someone else had damaged the flue. So it contacted the manufacturer to see if a replacement flue was available – which it wasn't.

I prefer the British Gas version of events for the following reasons:

- Mrs J's engineer said that he carefully removed the old flue and handed it to her - yet she hasn't made it available to British Gas for inspection.
- Mrs J's plumber didn't at first say the flue came out intact and with no damage.
- Mr J's plumber still hasn't said the flue was in a condition satisfactory for re-use.

Therefore I don't find that British Gas treated Mrs J unfairly by declining to complete the replacement of the expansion vessel. I think Mrs J was right to recognise that the time had come to pay for a new boiler.

I don't find it fair and reasonable to order British Gas to pay Mrs J a refund of the premium she paid or compensation for the cost of the new boiler.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I do not direct British Gas Insurance Limited to do anything further in response to Mrs J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 13 March 2019.

Christopher Gilbert
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