

complaint

Mr B complains that when he made a claim on his home emergency policy, British Gas Services Limited failed to repair his boiler.

background

Mr B made a claim on his home emergency policy when his boiler stopped working. British Gas arranged for an engineer to visit. He advised that the boiler couldn't be repaired, because the outer casing had to be replaced and it was no longer available. British Gas said that without the repair, the boiler wouldn't be safe.

Mr B complained to British Gas and then to this service. British Gas maintained that it was unable to repair the boiler, but offered to refund the premiums he'd paid since taking out the policy.

Our adjudicator thought that was a reasonable settlement, and in line with the policy terms, which allow for a refund of premiums where it's not possible to carry out a repair.

Mr B isn't happy with the offer and has requested a review. He says he contacted his bank, which also provides home emergency cover. Its engineer said there was no sign of accidental damage to the casing, and in order for this to prevent the boiler from working it would need to have punctured and damaged internal components. He has since arranged for another engineer to carry out the repair, and this engineer has confirmed that the boiler is working safely.

Under the policy terms, if British Gas installed the boiler and it's seven years old or more but less than 10 years old (and as long as the policyholder has had continuous cover), it will provide a replacement boiler. British Gas will do this if it's not possible to repair the boiler because spare parts are not available, or it would cost more to repair the boiler than replace it.

The policy also says that if British Gas can't complete a repair because parts are not available, and it hasn't previously told the policyholder the part isn't available, it may offer to refund a maximum of three years premium, provided cover has been held continuously for that period and no claims have been made.

I issued a provisional decision on this complaint in February 2016. I said that Mr B's boiler was more than 10 years old and he hadn't had a continuous policy throughout, so he wasn't entitled to a replacement boiler. If his boiler couldn't be repaired because the part wasn't available, then I thought the offer to refund his premiums would be reasonable. British Gas said the front of the boiler case wasn't sitting correctly onto the back, which meant there was a gap at the top of the seam. Due to this gap the boiler case doesn't seal correctly and is not safe. But Mr B had provided information from two other engineers. Neither of these said the casing would prevent the boiler from working. And I noted that the second engineer had repaired the boiler, and provided a certificate confirming that it is working safely.

In view of this, it seemed to me that it was possible to repair the boiler. Mr B had to find another engineer to carry out the repairs, at a cost of £178.20. And he was without heating or hot water for some time, which has caused much inconvenience for him and his family. I thought he should be compensated for that.

I said British Gas should pay Mr B £178.20 (plus interest) to reimburse the cost of repairs, and £350 to compensate him for the distress and inconvenience caused.

developments

Mr B accepted my provisional decision but British Gas didn't agree with my findings. Among other things, it says

- the engineer who carried out the work has said the casing is bent, and it's not clear if he's done anything to put that right;
- the key point is that there should be a firm seal between the back and front casing;
- the engineer may not have found carbon monoxide, but that is to be expected unless a fault develops – if that happens, there is then a risk of carbon monoxide leaking into the room;
- it still believes the boiler is unsafe and that's why it was cut off;
- it would like to send a Standards Support Manager to inspect the boiler, along with Mr B's engineer
- if the inspection shows the boiler isn't safe, it will have to take action, but if it is safe, it will agree to pay the costs and compensation as recommended in the provisional 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.

British Gas maintains that its actions were correct, because its inspection showed the boiler wasn't safe. I'm not qualified to determine whether Mr B's boiler is working safely. But Mr B has had the boiler inspected by another engineer, who was certified that it is "*sound*" and "*satisfactory and within limits... left operational*". This firm is 'Gas Safe' registered, so is qualified to comment.

I appreciate that British Gas is concerned about safety, but the firm that Mr B used will be concerned about this too. I've also taken into account that the engineer provided by his other home emergency insurer said there was no sign of accidental damage to the casing, and in order for this to prevent the boiler from working it would need to have punctured and damaged internal components. I think Mr B has done enough to show that his boiler could have been repaired and therefore it was reasonable for him to expect this to be done under the terms of his policy.

I've considered British Gas' proposal for a joint inspection, but both firms have already inspected the boiler and come to different conclusions. I think it's unlikely a joint inspection will lead to them reaching agreement.

my final decision

My final decision is that I uphold the complaint and direct British Gas Services Limited to pay Mr B:

- £178.20 to reimburse the cost of repairs; and
- £350 to compensate him for the distress and inconvenience caused.

British Gas Services Limited must also pay interest on the sum of £178.20 at the simple rate of 8% per year from the date Mr B paid these charges to the date it makes the payment.*

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 1 April 2016.

Peter Whiteley
ombudsman

* HM Revenue & Customs requires British Gas Services Limited to take off tax from this interest. British Gas Services Limited must give Mr B a certificate showing how much tax it's taken off if he asks for one.