

complaint

Mrs S has complained about a British Gas Insurance Limited engineer damaging her boiler while trying to carry out a repair under a boiler and central heating insurance policy.

background

In June 2018, Mrs S reported that she was not getting any hot water. British Gas sent an engineer out to fix her boiler. The engineer diagnosed that a new part was needed but while he was carrying out the repair he broke a “governor” bolt/screw required to secure the part he was replacing. Mrs S says the engineer used a hammer to bang the screw until it broke.

British Gas says the bolts are no longer available and so the boiler has to be replaced. Mrs S has been without heating and hot water since. Mrs S says she has still not been able to have the boiler replaced, as she can't afford to pay for it herself. She has a grandchild living with her and her grandchild and her husband have asthma, which is affected by the lack of heating.

British Gas offered £500 towards the cost of a new boiler and a refund of the premium “as a gesture of goodwill for the engineer’s error”¹. It also got British Gas New Heating to offer a discount of £900 on the cost of replacing the boiler. With the discount, British Gas New Heating’s quote for fitting the new boiler is just over £3,000.

British Gas refused to pay anymore, as it says that the screw was corroded and it has been recommending that Mrs S replace her boiler – which is 17 years old - since 2013. British Gas says the boiler was condemned due to heavy corrosion and rust and this is what caused the screw to break. It was not as a result of negligence or poor workmanship. But even if it were, it’s not reasonable to expect it to pay the full cost of the new boiler given its age and condition.

British Gas did amend its offer after the complaint came to us. The latest offer made is a contribution of £775.25 towards the replacement costs (*i.e.* 25% of the quote it provided) and £245 compensation, so a total of £1,020.25).

One of our investigators looked into the matter and recommended that British Gas pay the entire cost of a new boiler. A second investigator recommended 75% of the cost and £400 compensation, as Mrs S has been without a boiler for some time.

Mrs S has said she would accept the investigator’s assessment.

British Gas doesn’t accept the investigator’s assessment. It also says that it advised Mrs S that she needed a new boiler from the outset and therefore it is not responsible for her choosing not to replace it yet and therefore being without heating and hot water since June 2018. British Gas did agree to increase its offer a little (to £1,020.25) but it doesn’t agree with the amount that the investigator recommended.

The complaint has therefore been referred to me.

¹ British Gas internal file note dated 19 June 2018

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs S had a working boiler – albeit around 17 years old – which British Gas had agreed to cover for some time. It had broken down in June 2018 but according to British Gas was repairable and so it would have continued working, at least for the foreseeable future, once the new part had been fitted had British Gas's engineer not broken the screw that was holding the part in place.

British Gas says the boiler was condemned due to heavy corrosion and rust and this is what caused the screw to break. However, I can't see any evidence that the boiler had been condemned until after the screw broke. And while I can see that British Gas had recommended that Mrs S replace the boiler due to its age and because new boilers are more efficient, that does not mean it was beyond its working life. As stated, it had been working and would have been expected to continue to work for the foreseeable future but for this.

However, as British Gas has indicated, I would normally only be able to make it pay for the replacement if it caused the need for a new boiler due to negligence or wrongdoing by the engineer.

It is difficult to be sure about the main reason the screw broke. However, I can see no record of any suggestion that the engineer told Mrs S that the screw was so corroded that there might be a risk of breaking it during the repair and warning her therefore that the repair might not in effect be possible. As the screw was broken by British Gas's engineer, and there's no note of any warning about this, I consider that it is for British Gas to establish that it was not due to negligence or wrongdoing on its engineer's part.

There is no convincing evidence that the damage to the screw was almost inevitable due to its condition, or that this is likely to have happened to anyone that tried to replace this part. I also note that British Gas's records made at the time suggest it accepts the engineer made a mistake. And Mrs S says the engineer hammered the screw to try and get it out until it broke. I have no reason to doubt what she has said.

Having taken everything into consideration, I don't think that British Gas has established that the condition of the boiler meant that this would have happened regardless of how careful its engineer was. Given this, it seems to me that there is enough evidence to find that British Gas was responsible for the need to replace the boiler.

However, I do also have regard for the fact the boiler was relatively old and therefore agree with the second investigator that it would be reasonable for British Gas to pay 75% of the cost of a new boiler. Mrs S doesn't have to use British Gas New Heating to replace the boiler, she is free to choose her own gas boiler fitter. But if her own fitter wants to charge more than the quote she was given by British Gas then she will need to agree that with British Gas first. Given that Mrs S has not been able to have the boiler replaced as yet, I expect British Gas to provide her with the required payment promptly, so she can proceed with the work promptly.

I also agree with the investigator that some additional compensation for the distress and inconvenience this has caused to Mrs S and her family is appropriate. She has been without

a working boiler for around three months. While the lack of heating would not have been as inconvenient as if this had happened in the winter, I accept that the lack of hot water (especially with a young child in the house) would have caused considerable inconvenience. Mrs S also has the trouble of sorting out a new boiler. I agree with the investigator that the sum of £400 would be appropriate to compensate for this and is in line with awards made in similar cases.

my final decision

I uphold this complaint against British Gas Insurance Limited and require it to pay 75% of the cost of a new boiler and £400 compensation for the distress and inconvenience caused by this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 18 October 2018.

Harriet McCarthy
ombudsman