

## **complaint**

Mr T complains that British Gas Insurance Limited did not repair his boiler, which left him without heating and hot water and that it told him to replace his boiler unnecessarily.

## **background**

Mr T contacted British Gas in May 2013 as he was experiencing problems with his hot water. British Gas arranged for an engineer to attend on two occasions but an engineer failed to attend both appointments.

Mr T contacted British Gas in June 2013 as his boiler kept cutting out. An engineer attended on 4 June 2013 and topped up the boiler pressure but was unable to identify any faults.

A further appointment was arranged for later that week. The engineer found that the hot water was low and diagnosed it was being caused by scale and recommended that a new boiler be fitted.

A further appointment was arranged and then rearranged. The engineer recommended that the system be power-flushed or replaced with a new boiler.

Mr T complained that he was without hot water and another appointment was arranged for later that month. The engineer freed a flow valve and recommend that the boiler be replaced as it was old, scaled and sludged.

Mr T arranged for the boiler to be replaced and complained to British Gas about the service he had received. He also requested that it reimburse the cost of his new boiler as it had not repaired his old one.

British Gas apologised for the appointment history and offered £100 compensation but declined to reimburse the cost of the new boiler. It said that parts were still available for the old boiler and it had not been deemed as beyond economic repair. After Mr T brought his complaint to our service, British Gas acknowledged that it should have attempted to repair the boiler and offered to pay £100.76 which is what it said it would have cost to carry out a repair.

Mr T declined this offer as he felt that British Gas had caused him to unnecessarily replace his boiler when it was repairable.

Our adjudicator considered that British Gas had induced Mr T to purchase a new boiler unnecessarily. He believed that British Gas had put more emphasis on replacing the boiler and that as it had not mentioned the possibility of a repair it had not provided Mr T with all of the relevant information on which to base his decision. Our adjudicator considered that had British Gas carried out the repair to the boiler, Mr T would have arranged for the boiler to be power-flushed to complete the repair rather than purchase a new boiler. Because of this, he recommended that British Gas reimburse the cost of the replacement boiler minus the cost of the power-flush which British Gas said would have been £719.

British Gas did not agree with our adjudicator and requested that the matter be past to an ombudsman for consideration.

## **my findings**

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

As I understand it, British Gas has said that it may have been able to repair Mr T's boiler and that this would have cost it £100.76 but that a power-flush would have still needed to be carried out. It has also acknowledged that it should have attempted to carry out this repair.

Having considered the claims notes provided for each engineer's attendance, I can see that on each attendance British Gas has recommended that the boiler be replaced and the only other recommendation that it made was to carry out a power-flush. However, I do not believe that a power-flush can be considered as a repair in this case as British Gas has said that a separate repair was possible for £100.76.

Given that British Gas has acknowledged that Mr T's boiler could have been repaired but failed to provide this option, I consider that it has induced Mr T to replace his boiler unnecessarily.

Our service looks to put consumers back in to the position they would have been in had the error not occurred. In this case, I am satisfied that if British Gas carried out the repair to Mr T's boiler, he would have still been required to pay for a power-flush to be carried out, but not necessarily replace his boiler.

Turning to the matter of compensation, as British Gas has acknowledged that it did not offer to repair Mr T's boiler, I am satisfied that an amount of compensation is warranted.

## **my final decision**

For the above reasons, my final decision is that I uphold this complaint. I require British Gas Insurance Limited to:

- reimburse the cost of the replacement boiler (£2695) minus the cost of a power-flush (£719);
- Pay Mr T compensation of £100 for distress and inconvenience (as offered and if not already paid).

Christopher Tilson  
**ombudsman**