

## **complaint**

Mr B complains that British Gas Insurance Limited mishandled his claim on a boiler insurance policy.

## **background**

British Gas carried out an annual service of Mr B's boiler. He complained when – only about ten days later – British Gas said there was a dangerously corroded exhaust flue.

The adjudicator did not recommend that the complaint should be upheld. She concluded that British Gas had made a fair and reasonable offer of £350.

Mr B disagrees with the adjudicator's opinion. He says British Gas admitted it should have noticed the problem on the earlier visit.

## **my findings**

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

On the annual service, British Gas said that Mr B's boiler passed all safety tests. It also noted a carbon monoxide detector.

It was only a few days later when Mr B reported a fault. British Gas postponed its visit (and paid Mr B £30).

While its engineer was doing some work, he found corrosion in the flue. From its file, I find it likely that this problem was one which British Gas should have found or anticipated on its earlier visit. Mr B was no doubt upset by the thought of what might have happened.

But it said that the repair of the flue was not covered by the policy. Mr B has not said that his carbon monoxide detector sounded or that he or anyone else suffered ill-health.

I infer that Mr B got someone else to resolve the problem. British Gas sent him a cheque for £350 – its estimate of the approximate cost of the repair. As Mr B did not provide British Gas with an invoice for the repair, I find it likely that its payment more than covered the cost. And I bear in mind that British Gas paid £350 for a repair which it said was not covered by the policy.

Overall I do not conclude that it would be fair and reasonable to order British Gas to pay any more compensation to Mr B.

## **my final decision**

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Christopher Gilbert  
**ombudsman**