

complaint

Mr M is unhappy with British Gas Insurance Limited's handling of his home emergency insurance claim. He says British Gas failed to notice a fault with his thermostat, which caused damage to his property, and that it incorrectly recommended a powerflush procedure.

background

In March 2011, British Gas attended Mr M's property following a report of noise coming from the central heating system. The engineer investigated the issues and recommended Mr M have a powerflush carried out to remove the sludge in the system, which the engineer concluded was the root cause of the issues. A new boiler was recommended to Mr M during the attendance. The engineer also introduced a chemical into the system to aid circulation.

Issues recurred with the central heating system and in May 2011 the platform the storage tank rested upon became damaged. This was considered to be as a result of water escaping from the overflow pipe which was discovered to be stemming from the central heating system overheating due to a faulty thermostat.

Mr M complained to British Gas that it should have identified the faulty thermostat was the cause of the issues with the heating system during the attendance in March 2011. Mr M also argued British Gas was aware the radiators and hot water at his property were overheating during the initial attendance.

As Mr M disagreed with British Gas' explanation that it considered there were no symptoms indicating a fault with the thermostat during the attendance in March 2011, he sought opinions from two independent contractors and brought his complaint to us.

Our adjudicator did not recommend that Mr M's complaint should be upheld. He felt there was a lack of sufficient evidence to consider British Gas had acted unreasonably or mis-diagnosed the problem during the attendance in March 2011.

Mr M did not agree with the adjudicator's findings and the complaint was referred to me to review afresh.

my findings

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

The terms and conditions of Mr M's policy state:

"Unless we cause it, we will not be responsible for any loss or damage to property...or any other type of loss caused by the system or appliance to which your Agreement relates breaking down or being accidentally damaged by you or leaking..."

Therefore, in order to hold British Gas responsible for the damage to Mr M's property, I would need to be satisfied that the damage arose as a result of British Gas' actions.

Where there is a dispute as to what has happened, we assess complaints on the balance of the evidence – that is to say what we consider is more likely than not to have happened in the circumstances.

Turning to the independent engineers' reports Mr M provided us with, although I appreciate that both engineers state they would have checked the thermostat in the situation described, British Gas has said its engineer also have checked that the thermostat was cutting the boiler off during the first attendance. The independent engineers were not present when the British Gas engineer attended and they were not able to inspect the system as it was at the time.

I understand Mr M disputes that the necessary tests were carried out by British Gas' engineer initially and he said he has witnesses who will confirm this. However, this service is an informal alternative to the courts. Unlike the courts, we have no power to summon witnesses or to hear evidence under oath. We assess complaints based on the information which has been presented to us, taking into account what we consider to be fair and reasonable in the circumstances.

Based on the information I have seen, and taking into account the length of time between the first and second British Gas attendances, I do not conclude on balance that the fault with the thermostat was present in March 2011.

Regarding British Gas' powerflush recommendation, I do not consider British Gas acted unreasonably given there were reports Mr M's system was "kettling", which is a word used to describe when the flow of water is restricted causing noises like a kettle boiling. In my experience of dealing with complaints of this type, a combination of works can often be required in order to resolve a boiler fault.

Although I also appreciate both engineers have questioned the diagnosis, this appears to be based on a description of the fault rather than on an inspection of the heating system at the time. Because of this – although a powerflush may not have resolved the fault in itself – I am not persuaded that the procedure would not reasonably have been of benefit to the system.

In any event, as I understand it, Mr M did not have the powerflush carried out, so British Gas' advice caused him no direct financial loss in that respect.

In all the circumstances, I do not consider it would be fair or reasonable to hold British Gas responsible for the damage caused to Mr M's property, based on the information I have seen. If Mr M's home insurer considers otherwise then it would be open for it to seek to recover the costs from British Gas directly.

my final decision

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

Nimish Patel
ombudsman