

complaint

Mr Y is unhappy with British Gas Services Limited's handling of a claim under his central heating insurance policy.

background

Mr Y's policy covered a house he rents out to tenants. On 1 September 2015, the boiler was serviced under the policy. The tenants had also said there was no hot water and so the engineer apparently restored the hot water.

However, the next day the tenants' daughter told Mr Y there was still no hot water and a tap had been left on. Mr Y made an appointment for British Gas to come back out the next day. However, the appointment didn't happen. British Gas says because the engineer said no one was home and he couldn't get hold of Mr Y on the phone.

Mr Y went to the property and found that the flue had melted and water was pouring from the boiler. He turned off the power and mains water supply and arranged for British Gas to come back.

British Gas attended around 2pm the same day and said the flue had melted. It said it could repair the boiler but, as it wasn't sure what the fault was and why the flue had melted, it was advisable to replace the boiler. Mr Y was apparently asked to contact a manager at British Gas directly, if he didn't want to go ahead with a new boiler and wanted it repaired instead. Mr Y, however, cancelled a follow-up visit from British Gas and instructed his own engineer to replace the boiler.

Mr Y is convinced that the engineer that carried out the service left the tap on and caused the damage to the boiler. He says that the result could have been catastrophic if he hadn't gone round when he did and turned the water supply and power off; he wasn't prepared to let any other British Gas engineers into the property.

He initially asked for the cost of the boiler and then...was told the repair would cost £700 and so he thinks he should receive this amount plus compensation for the trouble caused to him.

British Gas says the annual service was carried out correctly. The work carried out to get the hot water working again was re-pressurisation of the system and nothing it did on 1 September 2015 would have caused the flue to melt. It therefore doesn't accept any responsibility for the damage to the boiler. British Gas also stress it was prepared to repair it. As it wasn't given the opportunity to repair the boiler, it agreed to pay Mr Y the amount that it would have paid for the replacement parts, i.e.£192.88.

After the complaint came to us, British Gas offered a further payment of £79.41, for the cost of the flue which may have been replaced within the repair. I understand this hasn't yet been paid.

One of our adjudicators looked into the case. He didn't think it should be upheld, as he thought British Gas' offer was reasonable.

Mr Y doesn't accept the adjudicator's assessment. He has made the following points:

- he had no faith in British Gas' ability to provide a proper repair, given that it serviced and repaired the boiler and the next day it still wasn't working and burnt out.
- British Gas failed in its duty of care under the terms of the cover he paid for. He was told any repair wouldn't be covered in future and it wouldn't guarantee the repair; all British Gas was interested in was selling him a new boiler.
- British Gas' response times were poor, given that the tenants were both in their 80's. It said there was no way a new boiler could be installed before the end of the following week. He had to act quickly, so had a new boiler fitted over the weekend so the tenants were only without heating and water for two days.
- He was initially given an estimate of £3,000 less 25% by the British Gas engineer for the replacement boiler but had it replaced for just over £1,000.
- The adjudicator avoided mentioning his account of the incident. He thinks he made the wrong decision and he is entitled to compensation.

As the complaint couldn't be resolved, it has been passed to me.

my findings

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

Mr Y is adamant that it is more than coincidence that British Gas worked on the boiler shortly before the flue melted and the boiler started to leak. However, for me to determine that British Gas caused the damage to the boiler (and therefore the need for it to be replaced) I need some independent evidence that this is the case. As far as I'm aware, there is no such evidence.

And, even if it did leave the tap on, British Gas says this wouldn't have caused the boiler to malfunction. I've not seen anything to convince me that this is wrong. Therefore despite Mr Y's strength of feeling, I'm not able to conclude that British Gas caused the damage to his boiler.

British Gas came out again quickly once he told it of the leak and offered to repair the boiler, if he wanted. I'm not therefore persuaded that it needed to do anything else in the circumstances.

As Mr Y had the boiler replaced at his own cost, I agree that its offer, to pay the cost of the parts it would have replaced if it had repaired the boiler, is reasonable. He says that he was told the repair would have costs £700, and so this is the amount he wants. I've not seen any proof of this but, in any case, an insurer doesn't have to make a cash settlement where an insured chooses not to have a repair carried out. He chose to replace the boiler instead (for perfectly understandable reasons) and so this means British Gas didn't carry out the repair but it had offered to do so. I don't think I can reasonably ask it to do anything more.

my final decision

I don't uphold this complaint against British Gas Services Limited. However, it should now pay Mr Y the further £79.41 it offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 21 April 2016.

Harriet McCarthy
ombudsman