

complaint

Miss E complains that British Gas Insurance Limited misled her into buying a new boiler under her home emergency insurance policy.

background

Miss E complained about this matter to BG.

BG rejected Miss E's complaint but there were delays in its response, so it paid Miss E £150 as a gesture of goodwill.

Miss E thought BG should reimburse her what she'd paid for her new boiler. So, she complained to this service.

Our investigator thought Miss E's complaint should be partly upheld. And BG should pay her a further £200 compensation in addition to the £150 it had already offered her.

BG disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

I recently issued my provisional findings on this complaint. I explained I was minded to conclude it isn't possible for me to determine whose recollection of the discussion Miss E had with a BG engineer is more likely to be accurate. I also noted I hadn't seen any independent evidence that Miss E's boiler didn't need to be replaced or that there was a leak which was the real cause of the problem and which the engineer who fitted the new boiler repaired. So, whilst I acknowledged Miss E feels strongly about this matter, I was minded to conclude I didn't have enough information to find that she was misled by BG into buying a new boiler. And, for these reasons, I was minded not to uphold her complaint.

This was different from the investigator's opinion, so I invited both parties to comment and provide any additional evidence for me to consider.

A copy of my provisional decision is attached and forms part of this final decision.

my findings

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

In response to my provisional decision Miss E's told us she needs to clarify a few points in my provisional findings. She says the first BG engineer visited her home twice and on the second visit he fitted an expansion vessel to fix the erratic pressure in the boiler. But she says after his second visit the pressure continued to drop in the old boiler and the newly fitted expansion vessel. And she says at this point she called BG to fit a new boiler because the engineer had led her to believe that if the expansion vessel didn't rectify the problem, then she needed a new boiler as the old one wasn't repairable.

Miss E also says the first engineer didn't spot the leak on his first or second visit. And she says the pressure didn't drop in the new boiler.

In addition, Miss E says she was never asked to provide evidence of the leak, so she didn't ask for it. She says she was asked to provide evidence of the boiler, which was impossible because it was removed by BG. She says the key point is that if you have a leak in your pipes feeding the boiler, the pressure in the boiler will fall. And she says if a leak isn't found this can lead an engineer to think the boiler's faulty when it isn't.

Miss E further says the notes should highlight that BG didn't provide any evidence that it had spotted the leak or fixed it. And they should include that BG doesn't have any evidence of the claims it's made.

I've noted Miss E's further comments. But I see her complaint's fundamentally that she was misled into buying a new boiler by a BG engineer. And the parties have given us two very different accounts of the discussion that resulted in Miss E deciding to buy a new boiler, as I indicated in my provisional decision.

In these circumstances it isn't possible for me to determine whose recollection of the discussion I've referred to is more likely to be accurate. And a complaint can only succeed if the grounds for it are proved on the balance of probabilities.

As I also noted in my provisional decision, I haven't seen any independent evidence that Miss E's boiler didn't need to be replaced or that there was a leak which was the real cause of the problem and which the engineer who fitted the new boiler repaired.

So, in these circumstances it remains the position that I don't have enough information to conclude it's more likely than not Miss E was misled by BG into buying a new boiler. And, for these reasons, I can't uphold her complaint.

my final decision

I don't uphold Miss E's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 27 December 2017.

Robert Collinson
ombudsman

copy of my provisional decision

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BG disagreed with the investigator's conclusions. So, the matter's been referred to me to make a decision.

my provisional findings

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

I'm currently minded not to uphold Miss E's complaint and I'll explain why.

Miss E says she reported a problem with her heating and BG attended. And she says the engineer led her to believe she needed a new boiler by repeatedly talking about how old and unfixable her existing boiler was and indicating it was beyond repair.

Miss E also says the engineer who installed her new boiler found a leak in the pipe feeding it. She says this hadn't been picked up by the engineer who'd said she needed a new boiler. She says when her new boiler was fitted the pressure continued to drop until the engineer fixed the leak. And she says this led her to believe there hadn't been a problem with her old boiler and the issue was just the leak in the pipe. So, she says she doesn't think she'd needed a new boiler in the first place.

So, Miss E says she wants BG to pay her meaningful compensation rather than a paltry goodwill payment.

BG says the engineer strongly feels he advised a replacement boiler would be recommended due to age and energy efficiency reasons. And BG says this advice is generally given to all customers with a boiler of 10 years old or more. However, it says at no stage did the engineer link this advice to the repair he'd carried out or advise Miss E that a replacement boiler was imperative.

I see the parties have given us two very different accounts of the discussion that resulted in Miss E deciding to buy a new boiler. Miss E says the engineer told her the boiler needed to be replaced as it was beyond repair. But BG says its engineer advised her that a replacement boiler was recommended, on energy efficiency grounds.

In these circumstances I'm minded to conclude it isn't possible for me to determine whose recollection of the discussion I've referred to is more likely to be accurate. I also note I haven't seen any independent evidence that Miss E's boiler didn't need to be replaced or that there was a leak which was the real cause of the problem and which the engineer who fitted the new boiler repaired.

So, whilst I acknowledge Miss E feels strongly about this matter, I'm minded to conclude I don't have enough information to find that she was misled by BG into buying a new boiler. And, for these reasons, I'm currently minded not to uphold her complaint.

my provisional decision

For the reasons set out above but subject to both parties' responses to this provisional decision I'm currently minded not to uphold Miss E's complaint against British Gas Insurance Limited.

Robert Collinson
ombudsman