

## **complaint**

Mrs S complains that British Gas Insurance Limited gave her poor service under a home care insurance policy.

## **background**

Mrs S took out a policy. She complained that – when British Gas first visited – it turned off her boiler and said she would have to pay for a new heat exchanger.

The adjudicator recommended that the complaint should be upheld. He thought that British Gas unnecessarily put Mrs S to the inconvenience of having to employ a private engineer to do a repair that British Gas should've done. The adjudicator recommended that British Gas should pay Mrs S a total of £200 inclusive of the £127.85 she paid her engineer.

British Gas disagrees with the adjudicator's opinion. It says, in summary, that the heat exchanger wasn't operating correctly because it was causing scorch marks on the boiler which was a safety issue. The heat exchanger needs to be replaced, British Gas says.

## **my findings**

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

Mrs S bought British Gas insurance cover by telephone. From the call recording I'm satisfied that British Gas summarised the policy term that it would do a first visit to confirm that it would cover the boiler. It said words along the following lines

*"with an annual service being included, we will carry out a first visit just to make sure we can take your boiler on to cover. If there's a problem our engineer will let you know the options. If the service is ok we will do a regular service just to make sure everything is working as it should."*

On its first visit a British Gas engineer reported a leak of exhaust gas and scorch marks on the inside of the boiler casing. He said British Gas wouldn't cover the boiler because it needed a new heat exchanger, for which he quoted about £500. He labelled the boiler as "Immediately Dangerous" and switched off the power supply.

Mrs S got another engineer to fix the leak. He later reported that he'd tightened a screw and changed a gasket. He later added:

*"In my opinion there was no need to change heat exchanger as it was in good condition."*

British Gas says he is wrong about that. But his report quotes his gas-safe registration number. So I find it unlikely that he left the boiler unsafe.

I'm not saying that British Gas treated Mrs S unfairly by saying she would have to pay for a heat exchanger before it was willing to confirm cover on her boiler.

But I don't think it lived up to its promise that – if it found a problem – it would discuss the options.

I think these options should've included a British Gas repair and service like Mrs S got from her private engineer. I think she would still have had to pay for this. But she wouldn't have had to find her own engineer so she would've been without heating for a few days less.

Overall I'm not satisfied that British Gas gave Mrs S a reasonable level of service. And – while I don't think it would be fair to order compensation for any financial loss – I think British Gas caused her unnecessary upset and trouble, including worry about money and about her personal safety. I think £200 is fair and reasonable compensation for this.

### **my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order British Gas Insurance Limited to pay Mrs S £200 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 27 May 2016.

Christopher Gilbert  
**ombudsman**