

## **complaint**

Mr K says that British Gas Insurance Limited ("BGIL" for short) has treated him unfairly regarding his home emergency policy since 2014.

## **background**

Mr K says that BGIL has treated him unfairly. He says his hot water storage unit started to leak in 2014. He called on BGIL to look into the issue who advised him to replace the storage unit. BGIL replaced this storage unit with different equipment, but from the same manufacturer as the original type of unit was no longer manufactured.

Mr K says since that time there have been continuing issues with the replacement equipment which culminated with him complaining in 2018. BGIL notes that the replacement equipment was serviced by it each year between 2014 and 2018 and found to be in working order. It makes the point that throughout that time Mr K didn't call BGIL out to deal with this replacement equipment. BGIL also point out that the boiler Mr K had was installed in 2002 and since 2013 it has repeatedly recommended that is replaced. Mr K says there is nothing wrong with his boiler.

Mr K is unhappy because he says that since 2014 he's not had the same levels of hot water or temperature of hot water since BGIL took out the old leaking unit. He says he didn't get a like for like replacement. BGIL say it did replace as close to like for like as it could and doesn't feel he's been treated unfairly. Mr K feels he has been treated unfairly and wants the same levels of hot water and temperature of hot water that he used to have through either further modifications or replacement. He says this is particularly important as he has a disabled wife who receives pain relief from hot baths.

Mr K wasn't happy so he complained. BGIL didn't agree. So he complained here and the investigator didn't uphold his complaint. Mr K remains unhappy, so this complaint has been passed to me for a decision.

## **my findings**

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

BGIL and Mr K don't agree to some of the key issues here. So I can only make my decision based on the evidence provided to me by the parties. In short I must decide what I think is most likely to have happened.

Having considered the entirety of the matter I'm not upholding this complaint. I say this for the following reasons.

I can see that when the replacement equipment was installed in 2014 there were some changes and modifications made to how it operated. But once the systems were up and running appropriately I can see that it operated and was serviced annually for some years. BGIL has pointed this out that during these years of usage Mr K didn't call them out in relation to his hot water provision. This timeframe included a number of winters. And if there had been ongoing problems I'd have expected Mr K to have complained at those times before when he did complain.

Having considered BGIL's arguments regarding the choice of equipment to replace that which was leaking in 2014 I note Mr K has quoted an online forum for the manufacturer which shows that there are two recommendations, one of which was installed and another option. BGIL has shown it checked with the manufacturers at the time and followed the manufacturer's recommendation as the other option wasn't available in 2014 (only becoming available subsequently). So I don't think BGIL have treated Mr K unfairly here.

Mr K is adamant that there is no issue with his boiler. I note it was installed in 2002 and that as early as 2013 BGIL has recommended it being replaced to him. I can see that due to it not being installed by BGIL and being the age it is the replacement of this boiler is not covered by the insurance BGIL provides. So if the boiler isn't operating as it should Mr K faces a significant cost in its replacement which he will have to bear. I think it possible that the boiler may be contributing to the issues Mr K is suffering. And by recommending its replacement BGIL has treated him fairly.

Mr K has argued for certainty on particular issues and asked for supporting evidence around what BGIL has said. However this service is set up to be an informal alternative to the courts. I have considered the evidence that both parties have put forward and I see no reason to challenge BGIL's arguments particularly as they are supported by its contemporaneous records.

I understand the particular importance of hot water to Mr K and his wife. It seems clear that Mr K faces further costs to provide the amounts and temperature of water he wishes. But I don't think it follows that BGIL has treated him unfairly in what it has done. Ultimately I am not persuaded the installation by BGIL in 2014 was unfair on Mr K. And I think this is supported by the fact that Mr K didn't call BGIL about this issue for some years after the installation was set up appropriately. As a consequence of all of the above I think BGIL has treated Mr K fairly here. As such I won't be asking it to do anything more. I appreciate Mr K will be disappointed by this.

### **my final decision**

For the reasons set out above, I do not uphold the complaint against British Gas Insurance Limited. So it needs to do nothing further about this particular complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr K to accept or reject my decision before 23 April 2019.

Rod Glyn-Thomas  
**ombudsman**