

complaint

Mr O's representative is unhappy with the service received from British Gas Insurance Limited. In particular he feels that the attempts to repair the boiler under the Home Care Policy have been unsatisfactory, its customer service has been poor and that the annual service has not been carried out correctly.

background

Mr O contacted British Gas in relation to his boiler on a number of occasions between July 2011 and August 2012 culminating in a magnabooster being fitted as recommended by the engineer.

As Mr O continued to have problems with the boiler an engineer attended again in February 2013. On 8 November 2013 Mr O was advised that faults relating to sludge were no longer covered under the policy. He was later offered a free replacement of the heat exchanger, a powerflush and full refund if the fault was not resolved but this was declined as Mr O's representative wanted British Gas to refund the cost of his replacement boiler.

Our adjudicator considered Mr O's complaint but did not uphold it. She was satisfied that British Gas had acted reasonably and in line with its policy terms and conditions in advising Mr O that it was unable to attend again under the policy unless the system was drained of sludge which was not covered. Furthermore, without any evidence that British Gas had agreed to refund the cost of a new boiler she was satisfied that it was not obliged to do so and that there was insufficient evidence of poor service.

As Mr O's representative did not agree the matter has been escalated to me for a final decision.

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 issues for me to determine are whether British Gas acted reasonably in its attempts to repair the boiler, whether its customer service was reasonable and whether the annual service was carried out correctly.

The consumer has raised concerns over the quality of the annual service, however there is no evidence to indicate that British Gas has failed to fulfil its obligations or incorrectly completed annual services. Under the policy terms and conditions British Gas was obliged to:

"If your Agreement includes an Annual Service, we will arrange to visit your Home in the second and subsequent years of your Agreement to inspect your boiler and controls, gas central heating system or gas appliance (depending on what is included in your Agreement). This is to help make sure that they are safe and in good working order".

I have not seen any evidence that British Gas did not carry out the required service. The purpose of the service is to ensure that the boiler is operating safely and efficiently and a number of checks would be carried out. However, there is no evidence that any problems were identified that required further work. Such an annual service would not necessarily identify the build-up of sludge which would be on-going and occur over a period of time, once a problem was identified British Gas highlighted the position to the consumer.

In relation to the boiler repair it appears that British Gas acted reasonable in attending to try and repair the boiler when problems were reported. I note that the consumer has referred to missed appointments but, having considered the documentation before me, there is no evidence to support that position. They have not been the subject of complaint to British Gas and there is no evidence from the consumer to support this aspect of the complaint.

In relation to the repairs British Gas clearly advised Mr O that it was unable to attend in relation to any problems with the boiler until the sludge had been cleaned from the system and a powerflush undertaken. Although I can see that Mr O's representative was suspicious of British Gas' position I have seen no evidence that the system was in fact fine and that a flush was not required. As Mr O chose to replace the whole system, including radiators, it would appear that there was a problem with the system. Section 8.4 of the policy terms and conditions state:

“Boiler Controls and Central Heating exclusions

We will not cover the following in your agreement:

- *Removing sludge or hard-water scale from your system or appliance.*
- *Repairing damage caused by scale, sludge or other debris if we have told you on a previous visit that permanent repairs, improvements or a British Gas powerflush (or similar cleaning procedure) are needed to make sure your appliance or system works properly.”*

I note that British Gas offered to replace the second heat exchanger free of charge as well as carry out a powerflush and refund the costs if the issue was not resolved which seems reasonable. In light of the above, I am unable to conclude that British Gas has failed to fulfil its obligations under the policy.

Mr O's representative would also like British Gas to cover the cost of a replacement boiler as he was told by British Gas that it would pay for a new boiler if it was out of use for a period of two months. He says that he was told this in a telephone call in August 2014 but neither party has been able to provide any evidence of this call. As such, I can only rely on the policy terms which state British Gas had fulfilled its obligations under the policy and was not required to cover the cost of a replacement boiler - Section 5.9 of the policy terms and conditions state:

“Boilers

If your Agreement includes repairs to boilers, the following will apply.

- *Whether or not we installed your boiler, if we agree that your boiler is less than seven years old, we will provide a suitable new replacement boiler we have approved. We will do this when it is not possible to repair yours because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it”.*

Outside of these specific circumstances British Gas would not supply and fit a new boiler free of charge. Even if it could be confirmed that Mr O's representative was advised of this, I have not been provided with sufficient evidence that the boiler was not working throughout the two month period in question. I am satisfied that there is no requirement for British Gas to supply and fit a new boiler free of charge as this is not something which would be provided under the terms and conditions of the policy.

Finally, Mr O would also like a refund of the magnabooster which was installed. As explained by the adjudicator this was a chargeable service which was not provided under this policy, therefore is not a regulated activity. I cannot reasonably recommend that this cost be refunded and I have not been provided with sufficient evidence to conclude that the magnabooster was not required.

my final decision

It follows, for the reasons given, that I do not uphold Mr O's complaint and I make no award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr O's representative to accept or reject my decision before 23 February 2015.

Colin Keegan
ombudsman