

complaint

Mrs H is unhappy with her annual service check from British Gas Insurance Limited. She said the engineer damaged and then condemned her boiler.

background

During the service the engineer used a screwdriver to test the cracks and corrosion. In doing this the engineer made a hole and then condemned the boiler. The engineer then offered Mrs H the opportunity to buy a new one. Mrs H complained and British Gas told her using the screwdriver was standard procedure. Mrs H wasn't happy with this and brought her complaint to this service.

Our investigator didn't uphold the complaint. She said there was no evidence the engineer intentionally damaged the boiler. Our investigator accepted that the boiler was condemned due to safety concerns. She felt the offer of a £500 voucher towards replacing the boiler through British Gas was reasonable. Mrs H was also unhappy about a signature on the engineer's form which she said was forged. Our investigator said this wasn't linked to the issue of the boiler damage. Mrs H remained unhappy and asked for her complaint to be passed to an ombudsman for a final decision.

my findings

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

From Mrs H's point of view I can understand her concern when the engineer was using a screwdriver to test the boiler. She felt this was an intentional way to damage her boiler. The engineer did make a hole, condemned the boiler and then contacted the British Gas sales team.

British Gas said that the engineer was following standard procedure in testing for cracks and corrosion. It said if it wasn't cracked and corroded then a hole couldn't be made with a screwdriver. It said that the parts were obsolete and as the boiler had been condemned the policy was cancelled and the rest of the premiums returned. British Gas concluded that its engineer had done the right thing. It confirmed that it had condemned the boiler in line with requirements due to emissions and that it had offered a £500 voucher towards a new boiler if purchased through British Gas.

Although I can see Mrs H's point there's no evidence to suggest that British Gas acted unreasonably or unfairly in its actions regarding her boiler. I don't think there's any requirement on British Gas to replace the boiler but the offer of a £500 voucher towards the cost of replacing it through British Gas is reasonable.

In relation to the issue around a potential forged signature I don't think there's any connection to the damaged boiler. British Gas know that Mrs H is unhappy about the boiler being condemned and she has the option to use British Gas or not for a replacement.

my final decision

I don't uphold this complaint.

I make no award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 10 January 2019.

John Quinlan
ombudsman