

complaint

Mr K has complained about the service he received from British Gas Insurance Limited under his home emergency policy.

background

Mr K has a central heating policy with British Gas which includes an annual boiler service.

Mr K previously complained to us that British Gas had, for years, failed to properly inspect his boiler and particularly the flue. This meant that vegetation was growing around the flue. He wanted British Gas to offer him compensation which was the equivalent of five years' annual services i.e. £300. British Gas had offered him £60 which would've been the cost of one annual service- as a goodwill gesture. Mr K rejected this offer.

An ombudsman rejected that complaint. The ombudsman said the flue exit- which was the part covered by vegetation- wasn't in Mr K's property. And that British Gas had informed Mr K the flue wasn't in accordance with current standards because it wasn't accessible. The ombudsman didn't think it was for British Gas to ensure the flue was free of vegetation or to arrange access through someone else's property. The ombudsman concluded that British Gas's annual service was adequate. He didn't think British Gas should give Mr K any compensation or refund him any of his premiums.

Mr K has since made a further complaint. He thinks British Gas should pay him the cost of a new flue, which he says would cost £300, because the flue is part of the boiler and so it's covered by the policy. He said British Gas can't justify charging him a full premium bearing in mind it said a number of the replacement parts for his boiler were no longer being produced by the manufacturer- including the flue. He also said his claim should've been dealt with as an "accidental damage" claim because he damaged the flue when he tried to remove the vegetation himself. Mr K was also unhappy with a quote British Gas gave him for a new boiler because it was higher than a previous quote.

British Gas said it wouldn't pay for a replacement flue because Mr K caused the damage himself. It also said that in any event the part was no longer available and that it previously told Mr K his boiler was on a "reduced parts" list because of its age. It also said the area surrounding the flue was Mr K's responsibility.

Our adjudicator didn't uphold the complaint. And he said we couldn't deal with the complaint about the increased quote.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I won't be upholding this complaint.

I can only consider elements of Mr K's complaint that weren't previously considered by another ombudsman. So I can't consider whether the annual service was adequate or not or whether British Gas should've cleared the vegetation and arranged access to the flue.

As our adjudicator said when he looked at the complaint, we can't consider the complaint about the increased quote for a new boiler. This is because it doesn't form part of Mr K's insurance contract with British Gas.

Mr K's policy covers "accidental damage". It's defined as when something is done by the policy holder which stops the boiler from working properly- without meaning to. Mr K said his intention was to clear the vegetation- not to damage the flue. And British Gas told him it was his responsibility to maintain the area surrounding the flue.

British Gas agreed that Mr K caused the damage. But it said, in any event, a replacement flue for Mr K's boiler is no longer available. From what I've seen, Mr K's boiler is over 20 years old. And I've seen notes which say British Gas had previously advised Mr K to replace the boiler and also that the availability of replacement parts was limited.

I think even if Mr K's claim was covered under "accidental damage", it would still be impossible for British Gas to replace the flue- because the part is no longer available.

Mr K has also said the damage was caused by all the vegetation that has been growing on the flue for years- not by him removing it. He's sent us photos of the flue and said another engineer told him the flue function couldn't be checked from inside the boiler. As I've said above, I can't consider whether the annual service was done to a good standard or not because this is something another ombudsman has already considered.

Mr K wants British Gas to pay for a replacement flue which, he says, will cost £300. It's not clear how Mr K arrived at this amount and as far as I know he hasn't replaced the flue yet. It seems even if another flue is available, it's unlikely it's one approved by the manufacturer because the manufacturer has stopped producing this part. I wouldn't expect British Gas to agree to fit any part which isn't approved by the manufacturer. So I don't think British Gas acted unreasonably in not replacing the flue or paying Mr K the cost of it.

The policy says if British Gas can't repair a boiler it must replace it but only if it's less than ten years old or it caught fire or exploded. Neither of these conditions applies in this case.

Mr K said British Gas can't justify charging him a full premium if a number of the parts to his boiler are unavailable. I think it is for Mr K to choose the level of cover he wants to take out. And if he feels this cover isn't adequate he is free to cancel his policy. British Gas has acted reasonably by warning Mr K that his boiler is too old and a number of its parts are no longer available. In the circumstances, I don't think it had to do anything in addition to this.

my final decision

For the reasons above, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 31 October 2016.

Anastasia Serdari
ombudsman