

complaint

Ms E and Mr J complain that British Gas Insurance Limited failed to correctly service their boiler over a number of years and that this subsequently caused their boiler to break down.

background

Ms E and Mr J experienced a loss of heating and hot water in their property. They attempted to contact British Gas to make a claim. However, due to the unusually high volume of calls being received by British Gas at the time, they were unable to speak with anyone. As a result, Ms E and Mr J engaged their own engineer who inspected the boiler and concluded that a power flush and numerous repairs were required. He also noted that the system had been insufficiently serviced over a period of time, which had resulted in blockages and a build-up of dirt. The engineer concluded that this was what had caused the damage. He carried out the required work.

On this basis, Ms E and Mr J contacted British Gas and requested a reimbursement of the costs they had incurred, together with a refund of the premiums they had paid since first purchasing the policy.

British Gas apologised for being unable to take Ms E and Mr J's initial telephone call but said that they ought to have allowed it the opportunity to attend and repair the damage after the private engineer first diagnosed the fault.

In addition, British Gas referred to its policy terms and conditions and stated that it would not automatically check for issues such as sludge during an annual service. However, it acknowledged that it had not previously advised Ms E and Mr J that a power flush was required. As a result, it offered a goodwill payment of £398.12 which was equivalent to the costs it would have incurred if it had replaced the heat exchanger and pump, together with two hours labour. As the powerflush would not have been covered under the policy, British Gas did not offer to cover that.

Ms E and Mr J remained unhappy with this and so brought their complaint to this service for consideration. The complaint was initially considered by one of our adjudicators who was of the opinion that the complaint could not be upheld.

Our adjudicator explained that the purpose of the annual service is to ensure that the appliance is working safely and efficiently. She also felt that there was insufficient evidence to support Ms E and Mr J's belief that the service had been carried out incorrectly. She was of the view that it was unlikely the damage noted would have been due to poor servicing.

Ms E and Mr J disagreed with the adjudicator. They explained that the manufacturer of the boiler had told them which elements of the boiler required servicing every year and as a result they had concluded that their losses were directly attributable to British Gas' negligence.

As a resolution could not be reached the complaint has been passed to me to decide.

my findings

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

I appreciate that Ms E and Mr J incurred the cost of arranging for a private engineer to attend when British Gas was unable to accept their initial call. However, I consider that once they had received an initial diagnosis from their engineer, they could reasonably have attempted to contact British Gas again before repairs were carried out. I am satisfied, however, that it was fair and reasonable for British Gas to pay the costs for the work it would have carried out if it had been afforded the opportunity to use its own engineers. This represents what Ms E and Mr J could have expected under the terms of their policy.

I have seen no evidence that the repairs were needed as a direct result of any failure by British Gas in its annual services of the boiler. British Gas' records indicate that the annual services did not reveal any issues, and the relevant safety checks were noted as having been passed. Just because the annual services may not have been carried out specifically in line with manufacturer's guidelines, does not mean they were inadequate or not in accordance with the policy terms. I note, in particular, the information provided by British Gas explaining its approach to annual services, and consider that persuasive.

Nor do I consider it fair or reasonable that British Gas reimburse premiums previously paid. This is because the policy covers more than the annual services in any case, and Ms E and Mr J have still had the benefit of the overall cover, whether or not they have had to call on it specifically.

my final decision

For the reasons above, it is my final decision that I do not uphold this complaint.

I make no award against British Gas Insurance Limited.

Helen Moye
ombudsman