

## **complaint**

Mr S complains that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

## **background**

Where I refer to British Gas I refer to the insurance company of that name and I include engineers and others for whose actions I hold that company responsible.

Mr S had a British Gas policy that covered boiler repairs and an annual service. British Gas did a first visit and an annual service on 4 October 2017.

On 29 December 2017, Mr S's wife was recovering from a heat attack and their boiler stopped working. British Gas visited twice that day. On the second of those visits it replaced the thermocouple. Mr S complained that British Gas should've replaced it in October 2017.

In its final response letter, British Gas offered to replace the thermocouple on future annual services. It also said it was sending a payment of £50.00 as a gesture of goodwill.

Our adjudicator didn't recommend that the complaint should be upheld. She thought that British Gas had been fair and reasonable with the compensation already paid and also replacing the thermocouple on the annual service, which was outside of the terms and conditions.

Mr S disagreed with the adjudicator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- British Gas hasn't attempted to explain or justify the lack of preventive maintenance.
- It failed to maintain the boiler in meaningful working condition.
- British Gas allowed the boiler to fail in order to coerce Mr S and his wife into taking a new boiler.
- They spent an uncomfortable fourteen or fifteen hours in low temperatures without domestic hot water.
- British Gas didn't put the boiler in working condition, mid-morning on 29 December 2017. It failed within the hour, necessitating a return visit.

## **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 what Mr S and British Gas have each said, his boiler was an older one. I have no reason to doubt his statement that for some years a local engineer serviced the boiler and brought with him a superior type of thermocouple. He didn't recommend a new boiler.

From late September 2017 Mr S took out his British Gas policy.

The policy provided an annual service visit to check the boiler was working safely. I don't consider that was any guarantee that there wouldn't later be a breakdown – especially of an older boiler.

The policy terms said that British Gas would do “repairs”. That was defined as follows:

***“repair(s)/repairing/repaired***  
***- to fix your boiler, appliance or system following an individual fault or breakdown”***

I consider that this meant the policy covered repairs to fix a boiler after a fault or breakdown. I don't consider that it covered repairs to prevent a fault or breakdown – however prudent or however inexpensive such repairs might be.

On 4 October 2017 British Gas did a first visit and annual service. I have no reason to doubt Mr S's recollection that he asked for a new thermocouple – although that request isn't recorded in the British Gas records.

The records include the following:

***“ADVISED RSL/EFFICEINCY, DECLINE HSA...”***

From that, I find that British Gas had said the boiler was on a “reduced service list” so that not all spare parts were available. And Mr S had declined an appointment with a heating sales adviser. So I accept that British Gas had suggested he should get a new boiler. And British Gas didn't fit a thermocouple.

But I find that British Gas left the boiler working. So I don't see any requirement for British Gas to replace the thermocouple. I don't share Mr S's view that British Gas declined to replace that part because it wanted to sell him a new boiler.

About twelve weeks went by before the boiler unfortunately broke down. I don't find that British Gas was responsible for failing to take steps to prevent that breakdown. And I find that – under the policy terms - British Gas had a reasonable time to fix it. In the meantime the breakdown left Mr S and his wife with a cold house at an already difficult time for them.

British Gas sent an engineer the same day. I have no reason to doubt Mr S's statement that he again asked for a new thermocouple – although again that request isn't recorded in the British Gas records.

The records include the following:

***“RELIT PILOT LIT FIRST ATTEMPT ADVISED AGE/EFF/RSL CH/HW OK”***

From that, I find that the engineer re-ignited the boiler at the first attempt, suggested a new boiler and left it working. So I don't see any requirement for British Gas to replace the thermocouple. And I can't say that - without the benefit of hindsight - the engineer should've waited longer before leaving.

I accept Mr S's statement that the boiler broke down within an hour. That must've been frustrating for him – and the breakdown again left Mr S and his wife with a cold house.

But the same engineer returned at around 8pm that evening. She replaced the thermocouple and left the boiler working.

I can quite see why Mr S thinks British Gas should've replaced the thermocouple before. But I haven't found any requirement for British Gas to replace that part sooner than it did.

From a file note dated late September 2018, I'm satisfied that British Gas explained to Mr S that its policy didn't cover preventive repairs.

Overall I don't find it fair and reasonable to direct British Gas to do any more in response to this complaint.

### **my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 January 2020.

Christopher Gilbert  
**ombudsman**