

complaint

Mr H's complaint is about the service provided under a boiler insurance policy with British Gas Insurance Limited.

background

Mr H took out the policy with British Gas in April 2018. As part of the cover British Gas carries out a first visit and inspection of the boiler. It did this on 17 April 2018 and during that appointment apparently also replaced the pressure relief valve and a glass seal. The boiler flue was also apparently inspected and recorded as being 'okay'.

However, two days after the service Mr H noticed a leak from the boiler. British Gas came back out and while there the engineer apparently clamped the flue which Mr H says caused it to collapse. Mr H was told the flue would need to be replaced but this would not be covered under the policy, as it excludes flues more than two metres long (which this one was). British Gas capped off the gas supply until it was done and left a safety warning notice not to use the boiler. Mr H says he was without heating and hot water for five weeks until he eventually had the flue repaired by a friend, who added some screws to fix it at no cost to Mr H. Mr H's friend (a qualified gas engineer) said the bracket holding two sections of the flue together had broken.

Mr H is very unhappy with this. He says British Gas should not have touched the flue at all, as it was not necessary in order to fix the original fault. Mr H says the engineer that clamped the flue had said it may well have been what caused it to collapse. British Gas had not worked on the flue but had to remove it in order to service the boiler. He wants £380 compensation, which is apparently what British Gas told Mr H it would cost to repair/replace the flue. Mr H also says British Gas called him a liar about what the engineer told him and he wants an apology. And it took British Gas eight weeks to decide it wouldn't fix the flue, leaving him without heating or hot water.

British Gas said it had not done anything wrong, as the policy only covers flues up to one metre long. If it had accidentally damaged the flue then it would repair it free of charge but it denies having done so and says it has got opinions from two other engineers to confirm it had not done anything wrong. British Gas did, however, offer £50 compensation as a gesture of goodwill.

One of our investigators looked into the case. She recommended that it be upheld, as she considered it more likely than not that British Gas had caused the damage to the flue. She also thought that British Gas should not have made Mr H wait for a decision about his complaint before assessing if it was responsible for the repairs to the flue. The investigator recommended that British Gas pay Mr H £200 compensation for the trouble this caused him and apologise for suggesting he had caused the damage.

Mr H accepted the investigator's assessment. British Gas did not accept it and so the matter has been passed to me. British Gas has made a number of points in response to the investigator's assessment, which I've summarised below:

- The complaint is about whether its engineer caused the damage to the flue and it correctly told Mr H that it would take up to eight weeks to consider that complaint about that alleged damage. It did not say it would take eight weeks to assess a claim.

- Its engineer did not cause the damage to the flue and so it has no obligation to repair it.
- The flue is over two metres long and so any damage to the flue is not covered by the policy.
- It never said Mr H caused the damage to the flue, it only ever said that *its engineer didn't* cause it. The damage was most likely caused as a result of general wear and tear or component failure. In which case the length of the flue is material, as it will not be covered as an insured peril.
- It tried to contact Mr H about his complaint on 23, 25 May and 1,4,8 and 16 June 2018 about his complaint but was unable to get an answer.

As the investigator was unable to resolve the complaint, it has been passed to me.

my findings

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

There's nothing in writing from Mr H's engineer about what work he did, or his opinion about why that was necessary. I have no reason to doubt what Mr H says his friend did (*i.e.* that he replaced a bracket which secured the flue) but there is no independent evidence that this was necessary solely as a result of something British Gas did wrong. Equally, there is no evidence that the damage to the brackets was inevitable due to age /wear and tear. The records from British Gas do not have any detail about how or why the flue bracket was broken and the second opinions it referred to have to been provided. I've not seen any evidence that British Gas suggested Mr H had caused the damage, or that he had lied about anything that happened.

It is difficult, given the lack of corroborating evidence to reach a conclusion about the cause of the damage. However, overall, it seems to me more likely than not that the damage was related to British Gas's attendance – it had inspected the flue two days earlier and said it was all okay, so it is difficult to accept, that the flue/brackets were so worn or old that it would naturally break two days later with no other intervening cause.

The investigator criticised British Gas for going through its normal complaints procedure. I do not agree that it did anything wrong in this regard. British Gas had already told Mr H that it did not consider it was responsible for the damage to the flue and also that any damage however caused was not covered under the policy. Mr H's complaint is about that decision on its part. When considering a complaint an insurer might change the outcome and it was possible British Gas could have decided to repair it after all, having considered the complaint but it didn't. While I have determined that it was more likely than not responsible, it was entitled to make this decision. I do not therefore agree that it needed to do anything else. It considered the complaint, which is the normal process. Mr H's position was no different because of this: he knew British Gas was denying responsibility for the damage and also that it would not be covered by the policy. If he did not want to wait until it had completed its investigation – and the hope it would change its mind – he could have had the flue repaired himself sooner, while it was being carried out. He says he did so, at no cost to him, but after waiting five weeks without a working boiler.

Having taken all this into account, I consider the £200 recommended by the investigator to be reasonable compensation for the trouble caused to Mr H. I do not intend to require British

Gas to make any apology. Even if I did consider that an apology was appropriate, a forced apology would just be insincere and futile.

my final decision

I uphold this complaint against British Gas Insurance Limited and require it to pay Mr H the sum of £200 for the distress and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 18 March 2020.

Harriet McCarthy
ombudsman