

## **complaint**

Ms G complains about the level of service she received from British Gas Insurance Limited over several years in relation to her HomeCare cover.

## **background**

Ms G's boiler was installed by a third party in 2000. Since 2006 Ms G has had various repairs carried out by British Gas under her cover. Then, in 2013, British Gas labelled the boiler as "*At Risk*" as the panel was broken and there were gaps in the boiler casing.

Ms G cancelled her cover. She was unhappy that British Gas couldn't fix her boiler and wanted it to contribute to the cost of replacing it. British Gas explained it wouldn't pay for a replacement boiler as that fell outside the terms of the cover. But British Gas did offer to re-start the policy for one year and provide a quote for a new boiler with a £700 discretionary discount. It also offered £220 as a gesture of good will.

Ms G didn't accept as she felt the quotation provided was more expensive than those she had got herself – even allowing for the discount. She also felt £220 wasn't enough. Ms G complained to us.

Our adjudicator thought British Gas' offer was reasonable because she felt it had attended each claim and attempted repairs, in line with the terms of cover. She also said there wasn't one underlying fault that British Gas failed to identify. The adjudicator didn't think British Gas had damaged the boiler as Ms G had said.

Ms G still felt British Gas damaged her boiler, failed to replace parts and carried out substandard work. She said she never touched the boiler herself, so British Gas must be to blame.

## **my findings**

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

In this case, we can only look at events that happened from August 2009, which is when British Gas first came within our jurisdiction. Having done so, I've decided not to uphold this complaint. I'll explain why.

British Gas has sent us its engineer's records. From these, I can see what work was carried out from August 2009 until the cover was cancelled in November 2013.

I can see British Gas engineers visited Ms G many times throughout that period. Each time a claim was made, repairs were carried out in line with the terms of the cover. Also, according to British Gas' records, on its last visit it left the boiler in working condition. Some of the cosmetic parts weren't available and some of the controls weren't working as well as they might otherwise because of gaps in the casing.

Ms G says British Gas' engineers damaged her boiler. She had never interfered with it, so it was responsible. I appreciate Ms G's frustration with the issues she had over the years with her boiler. But the purpose of the HomeCare cover was to allow British Gas carry out annual

services and complete repairs when needed, if covered under the agreement. Such cover doesn't guarantee that faults won't occur in future.

I've looked at what action British Gas took when each claim was made. Having done so, I think British Gas, overall, responded promptly each time Ms G contacted it. Although I note there were some delays, I haven't seen evidence to show British Gas caused damage to the boiler.

Ms G says she had the boiler replaced before she moved home, but she wasn't able to send us anything to show that. In any case, if she did replace the boiler, that wouldn't necessarily mean British Gas had done anything wrong. I say that because given the age of the boiler it wouldn't be surprising if an engineer recommend it should be replaced.

Ms G says British Gas attached a hose to the boiler to drain the over flow of the water because a part wasn't available. British Gas says, based on the job reports, the hose was put in place to drain the system, as this directed the flow of the water away from the valve. It wasn't attached because a part was missing.

British Gas offered Ms G a £700 discretionary discount on a new boiler if it was installed by a third party recommended by British Gas. Ms G says she decided to have her boiler replaced independently, as the quotation provided was too high. I don't see the need to ask British Gas to pay the discount in cash instead, as I don't think there's any independent evidence to show it caused damage to the boiler or was responsible for her needing a replacement.

Also, the replacement of boilers is restricted under the terms of cover. British Gas will only provide cover for the replacement of a boiler installed by a third party when it's less than seven years old. Ms G's boiler was much older than that when she had it replaced, and so it fell outside the scope of cover.

British Gas also offered Ms G £220, initially in vouchers and then as cash, as a gesture of good will. I think that amount fairly reflects the delays Ms G experienced and I don't think British Gas should pay any more.

### **my final decision**

For the reasons given, I've decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 21 October 2015.

Nimish Patel  
**ombudsman**