

complaint

Ms M has complained about the service she received from British Gas Insurance Limited ("BG") following a problem identified during an annual gas inspection.

background

Ms M had an annual contract with BG. In March 2015 she had an annual gas inspection of her heating system. The engineer identified corrosion in her flue. An engineer who'd carried out an inspection in October 2014 hadn't noted any corrosion. In order to check the flue's integrity, the engineer did a fire smoke test and this identified a very small breach as small amounts of smoke were escaping. To further check the flue's integrity, he then tried to see if the flue could be punctured with a screwdriver. This created a hole in the flue. As a result Ms M's heating system had to be declared unsafe, and it was shut down.

Ms M's complaint is about the customer care she's received from BG. She wants BG to repair the flue that she believes BG's engineer damaged.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm deciding not to uphold Ms M's complaint for the following reasons.

There are some areas in which Ms M's and BG's accounts differ, but I don't think these are relevant to the main point at issue. I have to consider whether BG has acted fairly and reasonably in relation to the damage to the flue and its repair under Ms M's policy.

According to BG, Ms M has asked it to repair the flue as it was damaged by their engineer. It doesn't appear to be in dispute that there was corrosion in Ms M's flue in March 2015. I haven't seen any evidence that BG's engineer at that time was negligent when testing how severe this was, although he created a hole. There's also no evidence that the engineer who undertook the inspection in October 2014 was negligent in not identifying corrosion. There mightn't have been any at that time. As there's no evidence to the contrary, I'm of the view that in March 2015 the flue was corroded and unsafe, and the engineer's test confirmed this.

Ms M's policy with BG is clear that it doesn't cover repairing or replacing flues over one metre in length. And BG doesn't repair or replace flues on a chargeable basis. Ms M was advised to contact a Gas Safe plumber from the Gas Safe register.

So although Ms M wants BG to repair her flue, and expected rather more customer care and support from BG, I don't think it's acted unfairly or unreasonably in rejecting her request to repair her flue. It's not covered by her policy, and I don't think there's any evidence of negligence that might otherwise create a liability.

my final decision

For the reasons given above, I don't uphold Ms M's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 11 January 2016.

Nigel Bremner
ombudsman