

complaint

Mr and Mrs A complain about the amount of time taken by British Gas Insurance Limited to install a new boiler. They also complain that British Gas Insurance Limited sent them correspondence in the incorrect name.

background

Mrs and Mrs A hold a HomeCare policy, underwritten by British Gas Insurance Limited.

Mr and Mrs A reported a fault with their boiler, and an appointment was arranged with British Gas for an engineer to attend on 6 December 2012. Due to a booking error, the engineer did not attend and a new appointment was arranged for 8 December.

During this visit, an annual service was completed by the engineer. However, it was not possible to reduce the levels of carbon monoxide which were identified. As a result, the boiler was considered to be "immediately dangerous" and was turned off for Mr and Mrs A's safety.

The engineer returned to Mr and Mrs A's property several days later to complete a repair.

However, during this visit it was found that the boiler case had corroded, and so a repair could not be completed.

Due to the age of the boiler, British Gas was unable to replace the boiler under the terms and conditions of the policy. The boiler was later replaced by a separate British Gas company as a chargeable service. In the meantime, for the period they were without the use of a boiler, a fan heater was provided to Mr and Mrs A by British Gas,

Mr and Mrs A were unhappy with the amount of time taken for the new boiler to be installed.

They subsequently requested that the cost of the new boiler be reimbursed. They also raised a complaint about correspondence being sent by British Gas to their address but to the incorrect name.

British Gas stated that the replacement of the boiler was not attended to under the insurance policy; and therefore declined to cover the cost of the new one. It did, however, offer to pay Mr and Mrs A £200 in recognition for the administration error regarding the correspondence being addressed to the incorrect name, and as a gesture of goodwill for the period of 6 to 11 December during which time they were without heat and hot water.

As Mr and Mrs A remained unhappy with British Gas' response, they brought their complaint to this service.

Our adjudicator was of the opinion that this complaint should not be upheld. While she empathised with Mr and Mrs A, she considered that the goodwill offer made by British Gas fairly dealt with the inconvenience they had suffered in relation to the time they had been without a boiler, as well as the incorrectly addressed correspondence. She did not feel that she could reasonably hold British Gas Insurance Limited itself responsible for the amount of time taken for a new boiler to be installed, as this was not something which was carried out by it under the insurance policy; but rather the boiler had been replaced by the separate British Gas company, which is not regulated by the Financial Conduct Authority. That meant

that issues relating to the replacement and installation of the new boiler do not fall within the jurisdiction of this service. The adjudicator was also satisfied that the terms and conditions of the policy did not require British Gas to replace the boiler, given its age.

Our adjudicator noted as well that British Gas had advised that the correspondence error had since been rectified on its systems.

Mr and Mrs A considered that the level of compensation should be increased and said that correspondence continued to be sent in the incorrect name. They provided a letter which addressed them in the incorrect name; this however, was sent by the other British Gas company, not from British Gas Insurance Limited. They also raised a concern that the products and services they had purchased were not fit for purpose.

The matter has therefore been referred to me for a final determination to be issued.

my findings

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

The policy terms and conditions state:

“5.9 Boilers

If your Agreement includes repairs to boilers, the following will apply.

- *Whether or not we installed your boiler, if we agree that your boiler is less than seven years old, we will provide a suitable new replacement boiler we have approved. We will do this when it is not possible to repair yours because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it”.*

Mr and Mrs A’s boiler was installed in 2000 and was over seven years old by the time British Gas attended in December 2012. That meant British Gas was not required, under the terms of the policy, to replace the boiler. I do recognise that British Gas’ failure to attend to the first agreed appointment of 6 December resulted in a delay in the fault with the boiler being diagnosed; however, from the point of diagnosis, British Gas had no further obligation under the policy in respect of the provision or installation of a replacement. That became an issue to be dealt with by the other British Gas company. I am therefore satisfied that it is not fair or reasonable to hold British Gas Insurance Limited responsible for the overall time taken for the installation of the new boiler, nor for the cost of the replacement.

With regard to the administration error which resulted in the incorrect name being put on correspondence to Mr and Mrs A, I appreciate that this would have caused Mr and Mrs A some inconvenience. However, I understand that British Gas (and the other British Gas company) have updated their records and future correspondence will be sent in the correct name.

In recognition of the inconvenience caused to Mr and Mrs A in this matter, and as a gesture of goodwill, British Gas has offered Mr and Mrs A £200 compensation, which I consider to be fair and reasonable.

I acknowledge Mr and Mrs A's recent point that the products and services they had purchased from British Gas were not 'fit for purpose'. However, I am satisfied that they had the benefit of the policy for breakdowns, repairs and annual services, and were able to use it for claims. The fact that the policy imposes certain terms, conditions and exclusions does not in itself make the policy unfit for purpose.

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