

complaint

Mrs A complains about the service received from British Gas Insurance Limited when she reported a claim for a fault with her boiler.

background

A British Gas engineer attended at Mrs A's property in December 2013, following a report of no hot water or heating. During this visit the engineer identified a fault and ordered the required part for a repair. The engineer returned the following day and found that the wrong part had been ordered. An attempt to order the correct part was made, however, at this point it was confirmed that the required part was obsolete and therefore a repair could not be completed.

Mrs A said that she was able to source a reconditioned part British Gas, however, declined to use this part as it had not been reconditioned by the manufacturer, nor was it from one of its approved suppliers.

Due to the age of the boiler, British Gas was unable to replace the boiler under the terms and conditions of the policy.

Mrs A was unhappy with the service she received and considered that British Gas should have done more to help her as she was a loyal customer. She complained to British Gas and requested compensation as well as a refund of insurance premiums. As a goodwill gesture British Gas sent her a cheque to the value of £72.69, which was the equivalent to three-months premiums. It also provided her with some fan heaters. It, however, was not of the opinion that compensation or additional premium refunds were due.

Our adjudicator was of the opinion that this complaint should not be upheld. She considered that British Gas had fulfilled its obligations under the policy, it had treated Mrs A fairly and was not required to do anything further to assist her. In addition, our adjudicator considered that no further premium refund was due as Mrs A had received the benefit of the policy, as repairs and annual services had been completed in the past.

Mrs A disagreed with our adjudicator's assessment and considered that compensation was due as British Gas left her without heating and hot water and this was not acceptable given her longstanding relationship with them. Mrs A also said that an electrician was able to complete a repair to the boiler, however, following the repair Mrs A chose to have the boiler replaced three days later.

Our adjudicator requested a report of the work which was completed by the electrician in order to assess if this work could have been carried out by British Gas, however, this has not been provided.

Our adjudicator therefore did not change her recommendation and, as the matter could not be resolved, it has been referred to me.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I am in agreement with the conclusions reached by the adjudicator, for broadly the same reasons.

The policy terms and conditions state:

Section 5.9: 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.

Section 5.13: Spare parts

If our engineer does not carry the spare parts needed on the day of your appointment, we use a central stock of 30,000 parts which means we can normally get hold of most items the following working day. If not, we will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts or parts that have been reconditioned by the original manufacturer or approved Third Parties”.

Essentially, Mrs A feels that she has been treated badly and she expected British Gas to resolve any problem with her boiler. However, while I can understand her disappointment that it was not able to repair her boiler on this occasion, I am not persuaded that her expectations were entirely reasonable. Even where a policy has been held for a number of years, it does not mean that anything that goes wrong will definitely be covered. I also understand that British Gas had attended previously and recommended that her boiler be replaced due to its age (it was installed in 1985), efficiency and availability of parts.

I am not persuaded that British Gas acted unreasonably in refusing to use a reconditioned part from an unapproved supplier. Furthermore, as Mrs A's boiler was over seven years old it would not have been replaced under the policy. The relevant policy terms do not seem to me to be inherently unreasonable and I am not persuaded that British Gas should have disregarded these policy terms, in relation to Mrs A's claim.

Although Mrs A says that an electrician was able to repair her boiler, by soldering a wire in the circuit board, I have not been provided with any other evidence to support this. It also appears that this was not a permanent repair as the boiler was replaced shortly afterwards. If Mrs A is able to provide some other evidence (such as a report or invoice from the electrician) about this, we will be able to consider whether this should have been carried out by British Gas.

For the period Mrs A was without the use of her boiler, British Gas provided her with a fan heater. In addition, it refunded three months' insurance premiums as a good will gesture.

Mrs A has said that British Gas should have done more and should have provided better service due to her being a loyal customer. In the circumstances, I am unable to agree because I consider that British Gas acted fairly and reasonably, and in line with the policy terms.

my final decision

My final decision is that I do not uphold this complaint.

I make no award against British Gas Insurance Limited, other than to endorse the payment of £72.69 it has already made.

Harriet McCarthy
ombudsman