

The complaint

Mr N complains about the service provided by British Gas Insurance Limited (British Gas) when he made a claim under his home emergency insurance policy.

What happened

Mr N holds a Home Care policy with British Gas that provides servicing and breakdown cover for his boiler. The boiler was installed by British Gas in 2013 and it had serviced the boiler at regular intervals since then. In June 2019 Mr N's boiler broke down and he called British Gas who sent an engineer to investigate. The engineer inspected the boiler and repaired it by replacing some parts British Gas later said had broken due to wear and tear. Mr N wasn't happy as he said this was the second time the boiler had stopped working and he was concerned it would stop again. He also said the engineer had ticked things on the customer checklist he hadn't checked.

British Gas said boilers come with a five-year warranty and components might fail after this time. It said the parts were replaced due to wear and tear. And it said Mr N didn't need to sign the checklist and could have raised his concerns with the engineer during the visit.

Mr N remained unhappy and brought his complaint to this service. He said there was no option for him to sign the checklist. He also said his Home Care policy represents poor value for money and asked why his annual service hadn't picked up the wear and tear. He said he would like a reasonable refund of the payments he's made to British Gas over the years.

Our investigator said she couldn't assess the quality of the boiler and she therefore focused on whether British Gas had done anything wrong in relation to its obligations under the Home Care policy. She concluded that it hadn't done anything wrong. She also said the evidence suggested the engineer had carried out the relevant checks on the checklist and although Mr N disputed that, there wasn't enough information to comment further.

As Mr N remains unhappy, the complaint has been passed to me to make a final decision.

What I've decided – and why

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

It's clear from his correspondence that Mr N isn't happy with the quality of the boiler installed by British Gas in 2013. He says it's stopped working on two occasions over the last six years, while his previous boiler had lasted 32 years. He's also questioned the value of the Home Care agreement he bought from British Gas. Having discussed these issues with our investigator, Mr N clarified that his complaint was solely about the events of June 2019. He understood this service couldn't consider the installation of the boiler in 2013 and that any concerns he had about the way the Home Care agreement had been sold to him would need to be raised as a separate complaint.

So my role is to look at whether British Gas fulfilled its obligations under the Home Care policy when it repaired Mr N's boiler in June 2019.

When Mr N's boiler stopped working in June 2019, he contacted British Gas who sent an engineer to investigate. The only evidence of what happened next is a customer checklist completed by the engineer and Mr N's account of what happened. The checklist notes that the engineer replaced two faulty parts and that the appliance safety checks were ok. He'd ticked all the boxes on the form to say he'd completed all of the relevant safety checks and annual service checks.

Mr N says the engineer didn't carry out all the checks he said he did. While I have no reason to doubt Mr N's account of events, the evidence is contradictory and without some further evidence of what's happened, I don't think there's enough information for me to reach a firm conclusion on this matter. So I can't comment on this aspect of his complaint any further.

With regard to the Home Care agreement, Mr N has 'Boiler and Controls' cover as well as Plumbing and Drains cover. The policy document explains that the insurance policy covers parts and labour and an unlimited number of repairs. The 'Boiler and Controls' section of the policy says it covers all repairs to the boiler. It also says it covers the following:

'A replacement for your boiler if we can't repair it and:

- It's less than seven years old
- Or, it's between seven and ten years old, we installed it and it's been continuously covered by British Gas under either a warranty or HomeCare agreement
- Or, it caught fire or exploded, providing you gave us access to carry out your annual service within every period of agreement since we first covered you.'

In June 2019 the engineer identified why the boiler had stopped, replaced the relevant parts and got the boiler working again. British Gas therefore met their obligations under the Home Care agreement, which was to repair the boiler in the event of a breakdown. I think British Gas therefore did as it was supposed to do under the terms of the policy.

While Mr N might have lost faith in his boiler, I think it would have been unreasonable to have expected British Gas to replace the boiler under the Home Care agreement. His policy only covers a replacement if British Gas can't repair the boiler. As the engineer did repair the boiler in June 2019, this part of the policy wasn't relevant on this occasion.

I recognise that Mr N isn't happy the boiler has broken down twice before and is worried it might do so again. But his insurance should provide him with peace of mind that if a problem does arise it will be repaired by British Gas within a reasonable timescale. I note that there's no limit on the number of repairs needed.

So, in summary, I don't think there's enough evidence to suggest British Gas are at fault in these circumstances and I don't think it needs to do anything more.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 13 February 2020.

Richard Walker
Ombudsman