

The complaint

Mr and Mrs B are unhappy with the financial offer British Gas Services Limited (BG) made after its engineer broke their fireplace.

What happened

Mr and Mrs B had HomeCare One - boiler and controls cover including annual service with BG. The policy is in joint names but, for ease, I will refer only to Mr B throughout my decision.

BG broke the glass front of Mr B's fireplace during an annual service of the back boiler (a boiler situated in the recess behind a fireplace). BG accepted responsibility for causing the damage but it wasn't able to offer a repair because the back boiler was obsolete and parts were no longer available. It offered £600 discount off a new boiler installation or in cash as compensation. Mr B rejected its offer. As a resolution to his complaint, Mr B would like BG to replace the heating system and fireplace free of charge.

BG said the boiler was 29 years old and it wasn't reasonable to cover the cost of a new heating system which already needed replacing. It explained that the terms and conditions of the policy only required BG to replace a boiler if it couldn't fix it and it was under 10 years old. BG said it had been telling Mr B for several years that the boiler needed replacing due to its age. Mr B complained that until BG broke the fireplace, he had a working boiler and wouldn't have needed to pay for a new one.

Our investigator didn't uphold the complaint. She agreed that the terms and conditions limited BG's obligation to replacement of a boiler if it was less than 10 years old. While she recognised that it referred to faulty boilers, she thought it was reasonable to apply the same condition to a damaged boiler which was already old. Our investigator also thought that it wasn't fair to ask BG to replace a 29 year-old heating system and fireplace with a new one free of charge.

Mr B didn't agree. He said he'd never been told that his boiler needed replacing and it was four years younger than BG claimed.

The complaint was passed to me to decide.

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.

I realise Mr B will be very disappointed but I've decided not to uphold his complaint. I'll explain why.

There's no dispute that BG broke the fireplace or that the boiler was old and is now obsolete. So Mr B now needs a new fireplace and boiler. For clarity, he wasn't able to use the fireplace

after the damage but he did have heating and hot water. BG apologised for breaking the fireplace and offered Mr B £600 discount off a new boiler installation, or cash so he could use an alternative company. He rejected its offer and asked BG to replace the full system free of charge.

My role here is to decide whether BG's offer was fair in the circumstances and I think it was. Mr B is understandably frustrated that he now needs to pay for a new boiler. But I don't think it's fair to expect BG to pay for a complete new system to replace an old, obsolete one. If the boiler wasn't obsolete, BG would've repaired the damage it caused. So the age of the boiler directly contributes to its inability to put Mr B back in the position he was in before.

BG says it told Mr B on several occasions over the years that his boiler needed replacing. He says he was never told. I haven't seen any evidence to confirm that BG told him this, although I'm aware it usually includes the advice on policy renewal letters. But I think it's irrelevant. BG accidentally broke the fireplace and whether or not Mr B knew his boiler was old and needed replacing doesn't change what happened. If he had known, and decided to replace the boiler, Mr B would've had to pay for the new system anyway.

This is an unfortunate situation for Mr B but I don't think it's fair to ask BG to pay for the installation of a new boiler and fireplace. BG confirmed that its offer of £600, either as cash or a discount off a new boiler installation is still available. I think it's a fair offer under the circumstances and in line with what I would've asked it to do. I don't think BG needs to do any more to resolve the complaint. If Mr B wishes to accept its offer he will need to contact BG directly.

My final decision

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 23July2020.

Debra Vaughan
Ombudsman