

The complaint

Mr B complains that British Gas Insurance Limited failed to repair his boiler for over 14 months under his home emergency cover.

What happened

Mr B had a HomeCare home emergency policy with British Gas. In November 2019, British Gas cancelled a scheduled boiler service. A month later the boiler developed a fault which left Mr and Mrs B without heating or hot water for several days. Mr B believes this wouldn't have happened if the boiler had been serviced as scheduled.

British Gas thought it had fixed the problem in December 2019. However, in March 2020 the central heating system developed a pressure fault. Mr B had problems over the next five months trying to get British Gas to repair it. He says, in summary, that British Gas:

- Failed to repair the boiler despite multiple visits between March and August 2020.
- Cancelled and rescheduled several more appointments during that time.
- Sent engineers who didn't have the expertise to fix the problem.
- Pressured him to buy a new boiler.

British Gas agreed that it failed to provide a good service to Mr B. It said in its final response to Mr B's complaint: *"It simply was not good enough. Engineer visits, lack of promised engineer visits, telephone conversations and handling of your complaint all haven't been up to standard and caused further stress at a difficult time for you and your family."* It offered him £392 to apologise for this.

Mr B didn't think that was enough and brought his complaint to this service.

Our investigator didn't recommend that Mr B's complaint should be upheld. He agreed that British Gas had missed and postponed appointments, failed to repair the boiler for five months, and generally provided a poor service to Mr B. However, he noted that the boiler was 23 years old and that British Gas had recommended Mr B replace it. He thought it wasn't unusual for heating systems that old to fail and understood why it might have been difficult for British Gas to find replacement parts. Overall, he was satisfied that British Gas' compensation offer of £392 was reasonable.

Mr B disagreed with our investigator, so the case was 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.

Having done so, I've reached the same conclusions as our investigator and for the same reasons.

Page 10 of Mr B's home emergency policy sets out what's covered. This includes:

"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...."*

Mr B's boiler was 23 years old so couldn't be replaced under the policy. I understand that British Gas first recommended that Mr B replace the boiler in 2012. I appreciate Mr B believes it's still fit for purpose and that he was being pressurised to replace the boiler. However, I think British Gas' explanation is reasonable – that it had a duty to recommend a replacement if the boiler was old and/or inefficient.

It's clear that British Gas' service to Mr B – from both its engineers and its customer service staff – was poor and I'm glad to see it accepts this. However, given the boiler's age and that this model was no longer manufactured, I don't think it's a great surprise that it developed faults or that it was difficult for British Gas to easily source replacement parts. I'm also conscious that it might have been difficult to obtain parts from suppliers or send engineers out while the UK was in lockdown due to the coronavirus pandemic.

British Gas doesn't dispute that it failed to provide Mr B with a good service between November 2019 and October 2020. So the main issue for me is to decide whether the compensation it has offered is fair. In March 2020, it offered Mr B £50 to apologise for the problems he had in November and December 2019. Its final offer in September 2020 increased this to £392 to reflect the more serious problems from March 2020 onwards.

Mr B believes British Gas broke its contract with him so should refund his 2019/20 premium as well as pay compensation. I don't think that's reasonable. While its service was poor, it did eventually repair the boiler. So I don't agree with Mr B that British Gas breached its contract with him.

Having said that, its offer is equivalent to a full refund of Mr B's 2019/20 premium plus £100. I know this isn't how British Gas calculated it but, in the circumstances, I think this is fair. I don't think British Gas needs to do anything more.

My final decision

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 to accept or reject my decision before 6 May 2021.

Simon Begley
Ombudsman