

The complaint

Ms S is unhappy about the service she received from British Gas Insurance Limited (BG) under her home emergency policy.

What happened

Ms S experienced problems with her boiler and contacted BG to book an engineer visit. Ms S said that she found it difficult to secure an appointment, as there were a few occasions, when appointments were missed or had to be rescheduled. Ms S said that there were several attempts to try and repair the boiler, but as they were unsuccessful, she was left without heating or hot water.

Ms S said that when the last engineer attended, he caused a hole in the casing of the boiler, disassembled the boiler and condemned it. Ms S said that she was told by the engineer that the boiler was unrepairable, and she was left without any hot water or heating, during winter.

Ms S was unhappy about the state that her boiler was left in and that she felt that BG ought to have diagnosed the issue with her boiler sooner, rather than sending out various engineers to carry out various unsuccessful repairs. So, she raised a complaint to BG.

In its final response, BG accepted that its customer service had been lacking, due to the missed and failed appointments. For this, it offered a £250 goodwill gesture. But said that for several years it had advised Ms S to change her boiler, which she wouldn't do. It also said that the boiler was too dangerous to put back together as there was rust. And it wouldn't cover the cost of a replacement boiler.

Ms S wasn't happy by this outcome, as she had had to pay £4,500 + VAT for a new boiler and wanted BG to contribute towards its costs. So, she referred her complaint to our service.

One of our investigators considered her complaint and didn't uphold it. She accepted that Ms S had been inconvenienced by the failed appointments and said that BG should compensate Ms S for them. Her view was that the £250 offered was fair, given that Ms S had been advised about the need to replace her boiler over the years and that there was no policy provision that allowed BG to replace a boiler over seven years old.

Ms S didn't accept our investigator's view. She ultimately said that she accepted that her boiler was old. But her complaint was that BG should've told her much sooner that her boiler was unrepairable and not made so many attempts to repair the boiler, before condemning it. She firmly believed that the boiler should've been repaired, and this was the reason why she sought a contribution towards the cost of her new boiler. So, she asked for a decision from an ombudsman.

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 won't be upholding this complaint. I realise this will be a disappointment to Ms S, but I hope my findings go some way in explaining why I've reached this decision.

The main issues of this complaint are:

- Whether BG should have told Ms S sooner that her boiler was unrepairable.
- Whether BG ought to pay towards Ms S' replacement boiler.

I have reviewed the terms and conditions of the cover to see what BG's obligations were under the policy. Ms S' policy provided for unlimited repairs. From the evidence, BG were trying to assess and repair the boiler – which accords with its obligations under the policy.

I understand from the notes that the boiler was over 10 years old and that it wasn't in the best of conditions. Ms S accepts that it was old and her independent engineer reports that *'the boiler wasn't in great condition'*. But as BG's obligations were to attempt to repair the boiler in the first instance, I don't think it was unreasonable for BG to do just that.

I have looked at whether the number of attempted repairs were justified. From the evidence, apart from on one occasion, there were different faults that arose with the boiler over a course of a few weeks. So, it wasn't the same fault that recurred on numerous occasions. And, I think that as BG's obligation was to carry out a repair, it met that obligation to do that.

I accept that Ms S experienced on occasion, failed appointments and I think it was right that BG compensate for the poor service she suffered. But I don't think it was unreasonable for BG to attempt to carry out a repair of the boiler and determine that the boiler was unrepairable when it did, as there were so many different faults that the boiler exhibited.

Ms S would like BG to contribute towards the cost of her replacement boiler, that she said cost her £4,500 + VAT to install. I have looked at the terms and conditions of her policy to see if in circumstances like this, BG would pay for the replacement boiler.

The policy allows BG to replace a boiler if it is unable to fix it in certain circumstances. Which are: *'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'*. So, I am satisfied that under the policy there was no provision for BG to replace Ms S' boiler given that it was over 10 years old.

Additionally, BG had been advising Ms S to replace her boiler over the years and I haven't been provided with any evidence from Ms S that is contrary to this. I understand that Ms S firmly believed that BG should've repaired and not have cordoned off the boiler, and this was why it should contribute to the cost of the replacement boiler. But I don't agree, and I'll explain why.

Both BG and Ms S' independent engineer who are considered experts, said that the best outcome was to replace the boiler. BG said that the boiler required a new part (a chassis), which was obsolete and that there had been rust present.

Ms S' independent engineer confirmed that the boiler was not in a good condition and wasn't the most reliable model. That it would've been difficult to re-assemble the boiler and not a job that he would've wanted to do. He said that the boiler would have been on a restricted parts list, but some of the parts could still have been obtained.

Given that both experts have concluded that the boiler wasn't in a good condition and that BG said that the chassis was discontinued, I am persuaded that the boiler should've been replaced. And, I don't think that BG ought to contribute to the cost of the replacement boiler.

Taking all into consideration, I think that BG has dealt with Ms S reasonably and I am satisfied that it applied the policy terms fairly. I think that the £250 goodwill gesture offered is fair and I understand that this has already been paid. If it has not, I recommend that Ms S contact BG to accept this payment as I won't be asking BG to do anything more to resolve this complaint.

My final decision

My final decision is that British Gas Insurance Limited has already made an offer to pay £250 for the trouble and upset it caused and I think this offer is fair in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 1 July 2021.

Ayisha Savage
Ombudsman