

## **The complaint**

Mr H complains British Gas Insurance Limited has unfairly refused to replace a boiler it broke when attempting to carry out a repair.

## **What happened**

In early 2021, Mr H made a claim under his homecare policy as there was an issue with his boiler. The engineer who attended carried out some work to the boiler and needed to return the next day to fit a replacement part. Whilst replacing this part, the engineer broke the manifold and some bolts. The engineer said as Mr H's boiler was around 30 years old, the parts that were now broken were obsolete, so he could no longer carry out a repair. Mr H's only option was to replace the boiler at his own cost.

Mr H complained to British Gas and said it should cover the cost of replacing his boiler, given it was its fault the boiler couldn't be repaired. British Gas didn't agree to replace the boiler. It said it had told Mr H since 2015 that because of the boiler's age, it was on a reduced service list and that it would become more difficult to repair as parts became obsolete. But it offered £250 as a goodwill gesture.

Unhappy with this offer Mr H brought the complaint to this service. Our investigator thought British Gas had made a reasonable offer in the circumstances. She noted the age of the boiler and the call-out history suggested the boiler was reaching the end of its life. So she didn't think British Gas needed to do anymore to put things right.

Mr H didn't accept that. He said we hadn't investigated whether British Gas had deliberately broken the boiler so it didn't have to carry out a repair.

As Mr H didn't agree, the matter has come 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.

British Gas' policy says it will carry out a repair to a boiler or replace it. But it will only replace boilers if they are under seven years old, or under ten years old but have been installed by British Gas.

Mr H's boiler was around thirty years old, so unless British Gas could carry out a repair, it wouldn't contribute any further. But it would offer a refund if a repair couldn't be done.

British Gas say the boiler wasn't broken because of poor workmanship, it was just a risk of having an old boiler that some parts may get accidentally broken during a repair. I understand Mr H is concerned that British Gas may have deliberately broken the boiler, but I haven't seen any evidence that's the case. The engineer had already visited the property to carry out some works and came back with another part. I think this shows it's more likely he was attempting to carry out a proper repair for Mr H. And Mr H was under no obligation to have his boiler replaced by British Gas under his policy – as far as I'm aware he could still have cover if he chose another installer.

Based on what I've seen from British Gas, I'm satisfied the boiler couldn't be repaired once those parts were broken. Whether it was due to poor workmanship or not, it seems the

engineer's actions meant the boiler couldn't be repaired, when it otherwise would have been. So I accept British Gas' actions have probably resulted in his boiler having to be replaced earlier than Mr H would have otherwise done.

The more difficult part is putting Mr H back in the position he would have been in, had the engineer not broken the parts. If British Gas had repaired his boiler – as seemed possible at the start of the works – Mr H would likely still have his old boiler now. For obvious reasons, I can't return him to this position.

British Gas has offered £250 as a goodwill gesture, so it's essentially offered a contribution towards a new boiler, which under the policy it isn't required to do. I think that's a fair and reasonable way to put things right.

Whilst I can understand Mr H wants British Gas to pay for the new boiler, I think that puts him in a better position than he was before. I say this because, given the age of the boiler and the recent repair history, I think it's likely the boiler would have needed to be replaced in the near future in any event. Parts of the boiler were becoming obsolete because of its age so it's likely future repairs would become more difficult. And British Gas wouldn't have offered a contribution under the policy when it could no longer repair the boiler.

Since the complaint has been with our service, Mr H has said British Gas didn't provide the refund on the premium as it should have. I trust this has now been resolved, but it hasn't formed part of my review of this complaint. If Mr H has any issues getting his refund from British Gas we can look into that as part of a separate complaint.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 3 August 2021.

Michelle Henderson  
**Ombudsman**