

The complaint

Mr M complained that he received incorrect advice under his home emergency policy with British Gas Insurance Limited ("British Gas") which resulted in him being unnecessarily pressurised into purchasing a new boiler.

What happened

Mr M had his boiler serviced by British Gas under his policy on 1 November 2019. He said the engineer told him his flue had a hole in it and because of this he would have to condemn the system, so proceeded to disconnect the boiler and gas supply. Mr M said the engineer didn't test the boiler. Mr M said he was worried as he didn't have hot water or heating.

Mr M said he was told that parts for his boiler were no longer available but said the engineer didn't check whether the flue was available. He said he was told he would need a new system, so British Gas arranged someone to come out the next day to quote for the supply and fit of a new boiler and flue. Mr M agreed to the quote, paid a deposit and was given an installation date of 12 November 2019.

In the meantime, Mr M found online a new flue suitable for his boiler. He informed British Gas and it agreed to send out a technical engineer to his property on 5 November 2019 to provide a second opinion on what was needed. Mr M said the technical engineer advised a new flue would fix the issue and advised this could be obtained and fitted by British Gas. Mr M said the cost of just the flue was nearly £1,700 cheaper than having a new boiler / system fitted.

Mr M hadn't received an installation date for the new flue. He said, *"I felt under significant pressure to continue with the new boiler as I did not know how long I would be without hot water and heating"*. He was worried it could be weeks before he would have a functioning heating system. So, Mr M went ahead and had the new boiler fitted.

Mr M was unhappy as he felt he was pressurised into having a new boiler fitted, which was considerably more expensive than having just a flue installed. He only went ahead as he was concerned he wouldn't have heating or hot water for a long time. He wants to be compensated for the difference in cost between the boiler/flue installation that he paid against what it would cost for just a flue.

British Gas said, *"despite the deposit being paid you could have cancelled the install before the installation took place however you chose to go ahead with the new install"*. It also said its *"engineer explained that parts were not obsolete but were very hard to get and could take months to get, the engineer explained however that he could arrange a quote for a new heating system"*. British Gas did send £40 compensation, £20 for the original misdiagnosis and £20 for the delay in providing a final response.

Our investigator decided not to uphold the complaint. He said, Mr M had the correct information when he made the decision to proceed with the boiler replacement and could've cancelled the installation if he didn't want it to go ahead, so he didn't think he'd been treated unfairly. Mr M disagreed, so the case has been referred to 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.

I have looked at whether British Gas dealt with its initial misdiagnosis / advice fairly. The conversation between the engineer and Mr M wasn't recorded so I don't know for certain what was said. British Gas said its engineer explained about the lead times on new parts and offered to get Mr M a quote for a new boiler / system. Mr M explained it as a misdiagnosis and said he was advised to get a new system. On Mr M's request, British Gas sent a second engineer and confirmed the system could be prolonged by replacing the flue.

I can't say whether the first engineer provided misinformation, but I don't think it had an impact on what eventually happened. I think British Gas dealt with the situation reasonably, by providing a second opinion. It has also offered some compensation, which I think is fair given there was minimal impact on Mr M. So, I don't uphold this part of the complaint.

I have then looked at Mr M's complaint that he felt pressurised into purchasing the new boiler. He said he didn't have an installation date for just the flue, so he felt the installation of a new boiler / new system was his only option to getting heating installed in a timely way.

I have looked at the terms and conditions of Mr M's policy and due to the age of the boiler and exclusions for the flue, any work carried out wouldn't be covered by the policy. So, British Gas quoted for the work that was required, but equally Mr M could've gone to another supplier / gas fitter if he wanted to. He didn't have to use British Gas.

Mr M chose to have British Gas replace the boiler, he didn't seek out any alternative quotes or to see if another supplier could do the work quicker. British Gas said Mr M had the option of cancelling his boiler installation before it was fitted. I think this is a fair statement. The other option would've been waiting for compatible parts to become available for his own boiler before they could be fitted. British Gas had interacted with Mr M to say it would be able to source and fit the new flue, but it hadn't yet managed to give him an installation date. I think British Gas would've likely provided Mr M an installation date for just the flue once it knew when the compatible parts would be available for installation.

I think Mr M was aware of the likely delay for the flue only option. I have studied Mr M's renewal letter and it says *"your boiler's manufacturer stopped making your particular model of boiler a while ago. They're still making the most important parts for your boiler, some other parts are becoming difficult to source"*. British Gas also said its engineer informed Mr M of the potential long lead times.

I think Mr M was aware of the two options and the prices of those options, he also had the choice of using a different supplier. He had paid a deposit for the boiler but had been talking to British Gas about alternative options. So, I do think Mr M made a conscious decision himself to go ahead with the option he preferred, and I think in the circumstances he could've cancelled the new boiler if he wanted to. So, I don't think he was pressurised into paying for the new boiler. In addition, Mr M will have the benefit of the new boiler for many years, so I don't think it's reasonable to expect British Gas to subsidise the cost of this. Therefore, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require British Gas Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 August 2021.

Pete Averill
Ombudsman