

## **The complaint**

Mr B is unhappy that British Gas won't cover the cost of a replacement boiler under his HomeCare policy.

## **What happened**

Mr B took out an upgraded HomeCare policy with British Gas in November 2020. Prior to this he held a policy with British Gas that was provided to him free through his energy tariff. In December 2020 British Gas carried out a first visit on the boiler to determine if it could be covered. Following this visit, Mr B says he experienced problems with the boiler and arranged for British Gas to visit and diagnose the problem. British Gas missed the appointment.

Mr B raised a complaint with British Gas in January 2020. He was unhappy about the missed visit and that his boiler hadn't been repaired. He had since arranged for a local engineer to look at the boiler and as it was 15 years old, they couldn't source the parts, so he then had to pay for it to be replaced. He wanted British Gas to cover the cost of the replacement boiler and to pay him compensation.

British Gas responded to Mr B's complaint not upholding it. It said that the engineer who completed the first visit had determined the boiler unsafe and 'at risk', so it wasn't able to cover Mr B under the policy he'd taken out. It issued him with a refund of the premiums he'd paid, but said it wouldn't cover any other costs or compensation.

Mr B brought his complaint to our service and said that until the policy was cancelled by British Gas in January 2021, he was under contract with it. So it was legally required to cover the replacement boiler cost. Our investigator didn't uphold his complaint, as she was satisfied British Gas had informed Mr B during the first visit his boiler was unsafe. And that under the policy terms this meant his cover was cancelled. Mr B asked for an ombudsman to review the complaint, so it's been passed to me for a 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.

It's not in dispute that the type of policy Mr B took out required a first visit/service. But Mr B is arguing that his cover ran until British Gas cancelled his policy and as this wasn't actioned until January 2021, he is covered for anything before this time.

However Mr B's policy terms state that if the boiler fails the 'First service' then cover can't and won't be provided for the boiler and a premium refund will be given. I appreciate it took a number of weeks for the cancellation and refund to be actioned in this case, but that doesn't change the fact that at the first visit on 17 December 2020, the boiler failed.

Mr B has provided us with a copy of the first visit notes, which state that all four elements the engineer has checked are unsafe. Mr B argues that this wasn't communicated to him and

the notes don't say the boiler failed. But he held the paperwork, which is clear that the boiler is unsafe. And the notes on British Gas's system from when the engineer spoke to him on 24 December 2020 state the same thing.

As Mr B's first visit was a number of weeks after he took out cover, he's asked about what happens if a problem occurs with the boiler before the first visit, but after cover has technically started. But I don't see the need to look into this in his case. I say that because he's argued his boiler was fine before the first visit. And also the reason British Gas couldn't cover him is because his boiler ventilation wasn't up to acceptable standards, which was already the case before Mr B took out this cover. So I can't agree this is a relevant consideration in this complaint or something that I need to answer.

Mr B has argued that the local business he tried to use to repair the boiler couldn't get the appropriate part, so this meant he had to get a new boiler. And as this was during his time on cover, that British Gas should cover this cost. However, when British Gas wrote out to him about taking out this policy in September 2020, it noted the make of his boiler and said the manufacturer had stopped making this model a while ago, so some parts were difficult to source. It also stated that this meant it may not be able to fix the boiler if it broke down – and if this was the case, Mr B *may* be able to get a refund back dated to when he renewed this policy. So, putting aside that British Gas didn't accept to cover this boiler, even if it had, it pre-warned Mr B that in the event of a breakdown he may receive a premium refund – not what he's now asking for, a new boiler paid for by British Gas.

Mr B has questioned why he was previously covered with British Gas for the same boiler. And an engineer's report from January 2020 doesn't report the ventilation issue. I agree with our investigator that, while this does seem an error, it doesn't change the outcome of this complaint.

Mr B's previous policy wasn't the same level of cover as the one he purchased in November 2020, so didn't come with the same initial checks. And he's benefited from cover the previous year he possibly shouldn't have. The key fact is that British Gas's engineer determined his boiler was unsafe in December 2020 and Mr B hasn't provided any evidence to show that was untrue. So Mr B having previous cover doesn't change my decision.

I've considered the delay between Mr B taking out the policy and British Gas's first visit; then between this and the policy cancellation; alongside Mr B's cover being upgraded after the First service. But I don't consider Mr B is due any compensation from British Gas.

As our investigator explained, the first visit was within the timescales British Gas sets out. And I consider the engineer's report is clear from the first visit that the boiler was unsafe. Also, even if *Mr B* was uncertain of what the report meant, the notes from his call with British Gas a few days later suggest it was made clear his boiler was at risk and unsafe. It was unfortunate Mr B's policy was upgraded after the first visit and the boiler had failed. But I accept British Gas's explanation that this was put through the system a few days after the engineer visited, but before Mr B's account wasn't yet up to date with the result of this visit, so that is why it went through.

Mr B has said he believed he wasn't able to get other cover while he held the British Gas policy, so the delays have impacted him in that respect. But considering the age and issues with the boiler – and that replacement parts were unavailable when it did breakdown – I consider it most likely he would've struggled to obtain any cover. This kind of insurance is designed to protect you from the risk of a loss, it isn't designed to cover things that have already happened or are highly likely to happen. The 'First service' term British Gas is relying on is commonplace in insurance, so I think it's unlikely Mr B would've been able to insure this boiler elsewhere.

I understand that Mr B wants British Gas to cover the cost of his replacement boiler. But as I've set out, even if he was covered by this policy, it's possible British Gas wouldn't have paid this cost. And ultimately, he wasn't covered, so he isn't due this money. I appreciate Mr B and his family were left without hot water for two days in winter, while he sourced a replacement boiler. And had to have engineers in their home during the pandemic, which caused distress. But they are inconvenient consequences of a boiler breakdown and would've likely been the same if British Gas worked on the boiler. They aren't the fault of British Gas and I don't consider it has done anything wrong, so I'm also not awarding any compensation for this either.

### **My final decision**

For the reasons set out above, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 7 October 2021.

Amy Osborne  
**Ombudsman**