

## The complaint

Miss C has complained that British Gas Insurance Limited (British Gas) broke her boiler during an annual service carried out under her home emergency policy.

## What happened

Miss C arranged for her boiler to be serviced by British Gas. During the engineer's visit, he reported that the boiler casing was broken and arranged for a breakdown engineer to visit. The second engineer visited the same day, capped off the boiler and said it needed to be replaced.

Miss C complained to British Gas because she said its engineer broke the boiler. She wanted it to pay for a new boiler. When British Gas replied, it said it wasn't liable to pay for a new boiler because of the age, efficiency and wear and tear on the boiler. It said the part required to fix the boiler was obsolete, so it had to be capped off and replaced with a new boiler.

When Miss C complained to this service, our investigator upheld the complaint. He said the evidence showed a British Gas engineer had broken the boiler and there was nothing to suggest it hadn't been working before the visit. He said British Gas should pay the replacement cost of the boiler and £100 compensation for the distress and inconvenience caused.

As British Gas didn't agree, the complaint has been referred to me.

I issued my provisional decision on 23 August 2021. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

*Two engineers visited Miss C's home on the day the boiler broke. The first engineer carried out an annual service. The second engineer visited at the request of the first engineer because the boiler fixing was broken. British Gas's records for the second engineer's visit said:*

*"Previous Asv [annual service] contractor broke case fixing.obso [obsolete] part.i have tt,capped&removed fuse.complaint."*

*Based on this, I think the first British Gas engineer broke the boiler fixing, as the second engineer seems to have confirmed this was what happened. Although British Gas has argued that the part broke as the result of wear and tear, I haven't seen anything that shows that.*

*So, I've thought about what should happen. I've seen nothing to suggest that the boiler wasn't working before the first engineer's visit or that it wouldn't have continued to work if that part hadn't been broken. However, I'm also aware that the boiler was about 20 years old. British Gas's records said the part that broke was "obsolete", which meant it wasn't possible to source a replacement part, and that it was for this reason that the boiler was capped off.*

*British Gas had told Miss C on several occasions, over a number of years, that the boiler manufacturer no longer made some of the parts for that particular boiler and other parts might be difficult to source, which it said meant it might not be able to fix the boiler should it breakdown. Miss C also explained that a British Gas engineer had previously told her that she should think about replacing the boiler but that it was still working well and she would probably get another couple of years use out of it. So, I've also taken into account that the boiler was relatively old, that British Gas had warned Miss C about some parts being obsolete and that it was likely to need to be replaced in the reasonably near future.*

*As a result, I'm currently of the view that British Gas should pay 50% of the cost of replacing the boiler, the full cost of which I understand to be in the region of £3,000. This is because although British Gas's engineer broke the boiler, I'm also mindful that British Gas had already told Miss C that there were potential issues with the boiler due to its age. This seems to have contributed to the need to replace the whole boiler rather than just a replacing the broken part. I think requiring British Gas to pay the full cost of a new boiler would put Miss C in a considerably better position than she was in before the engineer's visit, but I do think it should contribute to the cost of replacing the boiler.*

*I also intend to require British Gas to pay interest on the 50% contribution from the date on which Miss C paid the invoice for the new boiler, as she will have lost use of the money from that date. Miss C will need to provide British Gas with the invoice for the work and evidence of payment.*

*I've also thought about compensation and currently intend to require British Gas to pay Miss C £200 compensation because of the distress and inconvenience caused to her by the unexpected need to buy a new boiler because the engineer broke the fixing.*

I asked both parties to send me any more information or evidence they wanted me to look at by 22 September 2021. Neither party responded to my provisional 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 decided to uphold the complaint and for the reasons given in my provisional decision. I remain of the view that it is the most appropriate way to resolve this complaint based on the circumstances of this case.

### **Putting things right**

British Gas must pay Miss C 50% of the cost of replacing the boiler and pay interest on that amount. British Gas must also pay Miss C £200 compensation for the distress and inconvenience caused.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that I uphold this complaint. I require British Gas Insurance Limited to:

- Pay Miss C 50% of the cost of replacing the boiler.
- Pay 8% simple interest on that amount, subject to Miss C providing suitable evidence of the payment and the date on which it was made.
- Pay £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 25 October 2021.

Louise O'Sullivan  
**Ombudsman**