

The complaint

Mrs M complains that British Gas Insurance Limited (BG) has failed to repair or replace her boiler under her home emergency policy despite multiple visits. She wants BG to replace the boiler.

What happened

Mrs M has been represented by her husband but for convenience I will just refer to Mrs M in this decision.

Mrs M had a policy covering repairs and servicing on her central heating system and boiler. BG had undertaken repairs and servicing on the boiler since 2012. Between 22 March and 23 June 2021, the boiler broke down repeatedly and BG attended 16 times. Mrs M says that it only replaced one part over all these visits but didn't fix the boiler. Mrs M complained to BG about it not being able to fix the boiler, it apologised and said another engineer was booked to visit a few days later. BG says Mrs M was satisfied by this, so it closed the complaint. But BG said the boiler couldn't be fixed because parts were no longer available, and it should be replaced.

Mrs M says BG said replacing the boiler would cost £4,500 but said this could be reduced by £700. She says BG then said it wouldn't install a boiler for her at all and that she'd paid another engineer £200 to try to fix the boiler but was still having problems with it.

Mrs M referred her complaint to our service, she said she'd been paying around £55 per month for the cover but BG couldn't repair the boiler and wouldn't replace it even though the policy said it would if it couldn't be fixed.

Our investigator looked into it, but he didn't uphold the complaint.

He said Mrs M's boiler was old, having been installed in 2007, with limited parts availability, meaning it might not be possible to make repairs. He said BG had advised Mrs M this in the renewal invitations sent to her in 2020 and 2021. He said that the policy provided for a refund of premiums if repairs couldn't be made. And BG had already done this in repaying £220.43 being the premiums paid between March and July 2021. He said this was fair. He said the policy did provide for replacement if repair wasn't possible. But only if the boiler was less than seven years or possibly ten years old in some situations. As Mrs M's boiler was around 14 years old the policy didn't cover replacement. He said BG's records showed it had advised Mrs M that the boiler needed replacing in the summer of 2018 and on several occasion since then.

Our investigator said BG had confirmed that the £700 it had offered was a sales discount rather than a contribution to a replacement boiler. But when it realised it wasn't able to install a boiler for Mrs M due to its location it had paid her £250 as a gesture of goodwill for the confusion this had caused, which he said was fair. He said BG had also offered Mrs M £50 towards buying electric heaters whilst the boiler wasn't working. Our investigator said BG had done what was required under the policy and had treated Mrs M fairly.

Mrs M said she'd been paying £55 a month since 2015 but only been given £450 in compensation and had needed to take time of work when the engineers visited. She asked why BG was selling the cover if parts weren't available and that the policy says the boiler will be replaced if it can't be fixed.

As Mrs M doesn't agree it 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.

Having done so I am not upholding the complaint. I'll explain why.

I understand that this would have been frustrating for Mrs M and her family, but I don't think BG has treated her unfairly. As there are several aspects to her complaint, I will consider them in turn.

Repairs

BG's records show that it had made numerous repairs to the boiler since Mrs M first took the cover out in 2012, replacing many parts. It first advised the boiler needed replacement in August 2018 and on 13 other occasions afterwards. But it continued to make repairs and replace expensive parts after this.

The renewal documents issued in 2020 and 2021 confirmed that some parts were no longer available and that repairs might not be possible as a result:

"Important Information – parts availability

- *Our records show that your boiler is ...*
- *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*
- *This means we may not be able to fix your boiler if it breaks down, but we'll do our best to keep it running for as long as possible*
- *In the unlikely event we can't fix the boiler, you may be able to get a refund back dated to when you last had work done, or to when you renewed your agreement – whichever's the most recent"*

The renewals also asked Mrs M to check she was *"still happy with the cover"* and advised that she *"might be able to get a better price if you shop around."* This gave Mrs M the opportunity to check that the policy provided the cover she wanted at a reasonable price. And, I think Mrs M had been made aware that it might not always be possible to fix the boiler in view of its age and potential problems obtaining parts.

The policy also says that if repairs can't be made the policy might be cancelled and any premiums paid since the last renewal date or claim will be refunded. By refunding the premiums between March and July 2021, BG did more than was required under the policy, as it had carried out several repairs in this period. So, I think it treated Mrs M fairly here.

Replacement of the boiler

I think the policy terms and conditions (T&C's) are clear in what the policy provides for in terms of a replacement boiler:

"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, we installed it and it's been continuously covered by us under either a warranty or Homecare product"*

On the evidence I have seen Mrs M's boiler was too old to be covered for replacement if it couldn't be fixed.

The policy doesn't provide for BG to make a financial contribution towards replacing the boiler. So, I'm satisfied that the £700 offer was a sales discount if Mrs M went ahead and purchased a new boiler. When BG subsequently advised it wasn't able to install a boiler in Mrs M's home it paid £250 as compensation for the confusion caused. I think this was fair.

Time off work for engineer's visits

I can see that the multiple visits would be inconvenient, but BG's records show there were multiple faults and several visits where no fault was found. The policy says that repairs and visits will be carried out "*within a reasonable time*" but doesn't otherwise say when appointments will be available.

I think BG made reasonable attempts to repair the boiler and keep it working. Many visits were required because it was worn out and needed to be replaced as BG had been advising since 2018. That Mrs M's own engineer couldn't repair the boiler either would appear to confirm this. So, I don't think BG has provided a poor level of service here.

Overall, I don't think BG has done anything wrong and has done more than it needed to under the terms of the policy and hasn't treated Mrs M unfairly. So, BG needn't do anything further.

My final decision

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 15 February 2022.

Nigel Bracken
Ombudsman