

The complaint

Mr K complains about the level of service received from British Gas Insurance Limited following a claim against his homecare policy.

What happened

Mr K's boiler was deemed unrepairable by British Gas in October 2020. As such, they advised him to replace the boiler, and sent him an email with a phone number to call to arrange this.

Mr K said he had tenants living at the property who had a young child. And at the time, they were using a gas hob for hot water and electric heaters. He also said the boiler was installed less than seven years ago from the date it was deemed unrepairable, so the policy entitled him to a new replacement boiler.

Mr K said he contacted British Gas by phone on several occasions. And he was passed between different departments, one of which told him they were for internal purposes only and couldn't help him. He said he was left on hold for prolonged periods, the line disconnected and didn't receive call backs when promised.

As a result, Mr K said he was left to arrange a temporary repair and paid a third party to install a new boiler due to the circumstances. Following this, he raised a complaint about the level of service received.

British Gas said they tried to contact Mr K on the number they held on their system, but they were unable to reach him. But Mr K says he had no record of calls being received or missed by him from British Gas. Mr K also said at one point he was told he couldn't benefit from the replacement boiler section of the policy as his boiler was 18 years old. He didn't agree with this. So, he complained.

British Gas responded to the complaint in 2021. They said they could reimburse the costs for the temporary repair Mr K paid for as this was covered by the policy. But they didn't agree to reimburse the costs to replace the boiler as this was done by a third party, and not British Gas. They also apologised as Mr K couldn't get through to their phone lines and the waiting times he experienced.

Mr K remained unhappy. He said due to a lack of communication he was left to arrange a temporary repair and replace the boiler. And British Gas were aware of his circumstances during this time, so he thinks they've treated him unfairly. As he remained unhappy, he brought the complaint to our service for an independent review.

Our investigator considered the complaint and initially didn't recommend it be upheld. British Gas provided evidence he felt showed the boiler was over 18 years old. Therefore, he didn't think Mr K should benefit from a new boiler replacement under the policy as it requires a boiler to be less than seven years old when it's deemed unrepairable.

Mr K responded to our investigator's assessment and provided a photo of the boiler showing

a date stamp of when it was installed, in 2016. Therefore, he didn't agree the boiler was more than seven years old and British Gas should reimburse the costs he incurred to replace it.

Our investigator considered this and changed his opinion. He felt Mr K had provided persuasive evidence to show the boiler was less than seven years old when it was deemed unrepairable by British Gas. So, he recommended British Gas reconsiders the replacement boiler claim in line with the remaining policy terms.

Mr K agreed, but British Gas didn't respond. As such, the complaint was 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.

My starting point here is the policy terms. These say British Gas will cover a replacement boiler if they can't repair it – and if the boiler is less than seven years old. The policy goes on to say:

'Confirming the age of your appliances

*If your **product** includes **replacing** appliances our engineer will estimate how old it is. If you disagree you'll need to show us either the original from new receipt, a dated guarantee or proof of when it was first installed.'*

British Gas provided a system screenshot which they said demonstrated Mr K's boiler was installed in 2003. However, Mr K said he had a new boiler installed since then, in 2016, and provided a photograph showing the boiler's serial number and installation date. I've looked at the evidence provided by both parties, and I've seen the serial number British Gas held on their system is different to the serial number provided by Mr K. I'm satisfied this demonstrates the boiler Mr K had replaced in 2020 is different to the boiler British Gas held in their records, showing an 18-year-old boiler.

I've seen there were challenges around communication following British Gas deeming Mr K's boiler unrepairable. Mr K told us his tenants had been living without heating or hot water and were having to use the gas hob to heat water, and electric heaters. He also told us a young child was residing at the property. So, I can appreciate why Mr K felt the need to act and arrange to get matters sorted in the way he did.

Overall, I'm satisfied Mr K's reasons for choosing to arrange the boiler replacement himself were reasonable given the challenges he told us about regarding communication. And so, because I also think Mr K's provided persuasive evidence to show the boiler he replaced in 2020 isn't the boiler British Gas held on their records, I think British Gas should reconsider the claim under the remaining policy terms.

It has already been agreed by all parties that Mr K should be reimbursed for the temporary repairs he paid for. So, I don't need to give any comment to that. It's also helpful to explain that, should Mr K remain unhappy with the outcome of claim reconsideration by British Gas, he should raise a new complaint with them in the first instance.

Putting things right

For the reasons given above, I don't think the claim was fairly declined on the basis Mr K

had the new boiler installed by a third party given the circumstances. So, I also think British Gas should reconsider the claim in line with the remaining terms and conditions of the policy.

My final decision

For the reasons I've set out, I uphold it. I now require British Gas Insurance Limited to reconsider Mr K's boiler replacement claim in line with the remaining policy terms and conditions.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 1 March 2022.

Liam Hickey
Ombudsman