

The complaint

Miss H complains that British Gas Insurance Limited failed to identify a problem with her boiler following a call out on her home emergency policy.

What happened

Miss H had a home emergency policy with British Gas. In November 2020 she made a claim after having problems with her heating.

British Gas sent an engineer to inspect the problem and they said Miss H would need a new boiler to fix it. However when they came to replace the boiler the following month, the heating system still didn't work. The engineer subsequently found another fault that hadn't been identified before. Once this was fixed, Miss H's heating was fully restored.

After the visit Miss H made a complaint to British Gas. She said she shouldn't have had to pay for a new boiler, as the problem with her heating could have been rectified without a full replacement. She thought British Gas should reimburse her for the cost of the boiler.

British Gas responded to her complaint and accepted that the fault could have been identified in the first visit. However it said the boiler was 15 years old and coming to the end of its life, so it wasn't unreasonable that the engineer suggested a replacement. It offered £500 compensation in recognition of its error on the first visit.

Miss H wasn't happy with this, she said she had been without heating for a month and had had to pay for a new boiler when one wasn't required. So thought British Gas should reimburse her for this. She brought her complaint to this service.

Our investigator didn't recommend the complaint be upheld. She said that while she agreed British Gas most likely could have identified the fault in the first visit, Miss H's boiler was at the end of its life anyway, so it wouldn't be fair to ask it to reimburse the full costs. But she thought £500 was a fair amount of compensation in the circumstances.

Miss H didn't agree and asked for her complaint to be reviewed by 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.

When looking at a complaint I first need to identify whether a business has got something wrong. And where it has, decide what it should do to put things right for its customer in order to put them back in the position they would have been in if it hadn't.

From looking at everything, there doesn't seem to be much dispute that British Gas did get something wrong here – it has accepted it should have identified the fault on the first visit. And I agree that it's most likely that if British Gas had identified the fault at that point, then a replacement boiler wouldn't have been required when it was.

So as I'm satisfied British Gas got something wrong, I need to consider whether it's done enough to put things right for Miss H, to put her back in the position she would have been in if it hadn't.

I've considered Miss H's request that British Gas cover the cost of the replacement boiler, but I don't think this would be fair.

When the fault occurred, Miss H had a boiler that was over 15 years old. From the information provided by British Gas I can see that a replacement was suggested at a visit in May 2020 and that it had reduced cover for the boiler, due to availability of parts due to its age. So I'm satisfied that the boiler was coming to the end of its life. This means it's likely Miss H would have had to replace it soon any way. And by asking British Gas to pay for a full replacement, this would be putting Miss H in a better position than she was in originally – as rather than a 15 year old boiler, she'd have a brand new one at no additional cost. So I don't agree it's fair to ask British Gas to pay for the replacement boiler.

However I agree that Miss H has been caused some inconvenience due to the error. For example if it had identified the fault on the first visit, then Miss H wouldn't have been without heating for a month during the colder months. British Gas has already offered her £500 in recognition of this distress and inconvenience and this amount is in line with what I would have recommended if it hadn't. So I think this is fair in the circumstances and is enough to put things right here. So I won't ask it to do anything more.

My final decision

For the reasons I've given, I don't uphold Miss H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 17 March 2022.

Sophie Goodyear
Ombudsman