

The complaint

Mr P complains that British Gas Insurance Limited treated him unfairly when it declined to cover the cost of a new boiler. Mr P says British Gas is responsible for his boiler breaking and so, should reimburse him the cost of having a new one installed.

What happened

- Mr P has a home emergency policy which is underwritten by British Gas Insurance Limited.
- In April 2021, a British Gas engineer attended to Mr P's boiler after he reported it was making an unusual noise.
- Shortly after Mr P noticed some further issues. And in May 2021 another engineer attended.
- The second engineer reported that the expansion vessel needed replacing. However, due to the age of the boiler a replacement couldn't be sourced. The engineer said that as the fault couldn't be fixed, a new boiler was required.
- Following this, Mr P had discussions with a British Gas representative as to the cost of replacing the boiler. He subsequently chose to have a third-party plumber install a new boiler.
- Mr P feels strongly that his boiler was working until the second engineer attended and so he thinks British Gas Insurance Ltd should reimburse him what he's paid in having a new boiler installed.
- British Gas Insurance Ltd has made a gesture of goodwill payment for £199.56. This is made up of the £60 excess charge Mr P had to pay when booking the initial engineer and a refund of the premiums backdated to start of the contractual year.
- Mr P remained unhappy and so brought a complaint to this service.
- Our investigator considered it and said she hadn't seen any evidence to suggest the engineer had damaged Mr P's boiler. So, she didn't think it was reasonable to ask British Gas Insurance Limited to refund Mr P the cost of his new boiler.
- She explained that she had to keep in mind the boiler was over 16 years old, and that British Gas had previously told Mr P it would need replacing back in 2017.
- She added that British Gas had wanted to inspect the boiler in question after it had been replaced, but that because it had been discarded, it couldn't do so. She thought Mr P should've kept it so as to not prejudice British Gas' position.
- She was satisfied the gesture of goodwill was reasonable.

- Mr P remained unhappy and so the complaint has come to me for a final 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'm not upholding this complaint and I'll explain why. The starting point is the policy document which explains a replacement boiler will be given if British Gas can't repair a boiler *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 [British Gas] under a warranty or HomeCare product".

It's not in dispute that Mr P's boiler was over 16 years old at the time of the claim. So even if it had been installed by British Gas and was under a warranty or Homecare product, because it was more than 10 years old, Mr P wasn't going to be entitled to a replacement boiler if an engineer couldn't fix the problem. So, I don't think British Gas Insurance Limited has acted unfairly by declining to cover the costs Mr P incurred in having a new boiler installed.

I understand Mr P feels strongly that the British Gas engineer damaged his old boiler and caused it to stop working but I haven't been provided with evidence to support this. Instead, what I have seen is that the boiler was a number of years old and that Mr P had been advised to upgrade it some years earlier but hadn't. Furthermore, the policy schedule specifically mentions that because Mr P's boiler is no longer being manufactured, it is becoming difficult to source spare parts. This was part of the reason why the second engineer couldn't repair Mr P's boiler because according to notes – fitting a remote vessel was not a cure. Based on this, I'm not persuaded it would be reasonable to conclude the boiler stopping working was attributable to the actions of the engineer.

With regards to the gesture of goodwill – the policy schedule explains:

"in the unlikely event that we can't fix your 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".

British Gas Insurance Limited has refunded Mr P's premiums back to when cover renewed – so I'm satisfied it's acted in line with the policy. It's also refunded the excess fee Mr P was initially charged – which is only payable if the problem is fixed, which it wasn't here. So, I'm satisfied British Gas Insurance Limited has acted fairly in how it's tried to resolve things for Mr P.

I know my decision will disappoint Mr P but I hope he understands based on the reasons set out above, why I've reached this outcome.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 8 March 2022.

Nicola Beakhust

Ombudsman