

The complaint

Mr B on behalf of Mrs B has complained about British Gas services Limited. He is unhappy with the way it deal with a service it carried out and that it won't meet the costs to replace Mrs B's boiler.

What happened

Mrs B bought a boiler through British Gas in February 2011. She bought a Homecare policy and so arranged for her boiler to be serviced annually. This happened until May 2018.

In May 2021 a British Gas engineer carried out a service to Mrs B's boiler. Unfortunately the decision was made to switch off the boiler as it was dangerous and the engineer said he would need to order parts. But the replacement parts were not available and so British Gas said a replacement boiler would be required.

British Gas said that as the boiler had been fitted over ten years ago it wouldn't cover the replacement of it under the Home care agreement.

Mr B complained to British Gas on Mrs B's behalf. He said it wasn't their fault that the boiler hadn't been serviced in 2019 and 2020, the latter being due to the Covid 19 pandemic. He was unhappy that there had been several appointments made and then cancelled following the engineer's visit in May 2021.

In June 2021 British Gas provided a refund of £65 for failing to complete scheduled works due to the Covid 19 pandemic.

In August 2021 British Gas said its decision not to cover the replacement of Mrs B's boiler was correct. It said it sent out reminders in 2019 saying the annual service for the boiler was due. As the boiler was outside of the timeframe set out under the Homecare policy when it was serviced and the fault was identified, British Gas said it had acted correctly.

Since Mr B brought the complaint to this service, British Gas has offered £150 compensation for the distress and inconvenience caused by the cancelled appointments and incorrect advice after the service took place in May 2021.

Our Investigator thought British Gas had acted reasonably and in line with the policy. Although there had been some restrictions due to the pandemic, the last service had taken place in May 2018 and restrictions came into effect in March 2020. British Gas provided copy reminder letters it had sent to Mrs B in 2019 and 2020.

Mr B didn't agree. He says they never received any letters reminding them of the service requirement in May 2019. He says there was a serious problem with the boiler and it seems to be their hard luck that it wasn't inspected in the previous two years when it was still under guarantee and they were paying for the policy.

So as Mr B doesn't agree, the case has been passed 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.

Mrs B's Homecare policy says the following in relation to the crux of Mr B's complaint:

"What's covered

All repairs to:

- a single natural gas or Liquid Petroleum Gas boiler or warm-air unit on your property, that's designed for home use and has a heat output capacity*

of up to 70kW;"

Then;

"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; or*

- it caught fire or exploded, providing you gave us access to carry out your annual service within every period of agreement"*

"Annual service

We'll send you or your authorised contact an email, letter, text message or we'll call you to arrange your annual service. We'll try to contact you up to three times. If we don't hear back from you after the third time or you are not at the property when our engineer visits, we won't try again and won't refund the cost of the missed annual service. You can still contact us at any time to book it. Your annual service may be more, or less, than 12 months after your last service visit"

I appreciate that Mr B says no reminders were received from British Gas in 2019 or 2020. But I'm satisfied from the copy letters provided that British Gas wrote to Mrs B to remind her that the annual service was due.

There's no evidence the issue was there under the last service in May 2018. And there's no way of knowing when the fault occurred before it was identified in May 2021. But I don't think this means British Gas should cover the replacement of the boiler. I don't think the pandemic prevented Mr B from having the boiler serviced when due in 2019. Restrictions meant British Gas service visits didn't take place during parts of 2020 and were limited to emergency home visits only.

When the boiler was serviced in 2021 and the fault was identified, the boiler was over 10 years old. So in line with the policy I don't think British Gas is responsible for replacing the boiler.

I think British Gas provided some poor service in arranging and then cancelling appointments to repair Mrs B's boiler – as the part needed wasn't ultimately available any more. For this British Gas has offered to pay compensation of £150 after it issued its final response to the complaint where it acknowledged its poor service. I think this is a reasonable

sum to reflect the inconvenience caused.

I understand Mr B will be disappointed with my decision. But I'm upholding it in part as I think British Gas should pay £150 compensation for some poor service. But I don't think it needs to cover the costs to replace the boiler.

Mr B says the engineer who replaced the boiler told him the fault was caused by the way the original boiler was installed. Mr B will need to raise a new complaint with British Gas to give it the opportunity to investigate this issue.

My final decision

My final decision is that I uphold this complaint in part. I require British Gas Services Limited to pay Mrs B £150 compensation (if it hasn't already paid it) for the poor service it provided in arranging and cancelling appointments to repair Mrs B's boiler.

British Gas Services Limited must pay the compensation within 28 days of the date on which we tell it Mr B on behalf of Mrs B accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 8 April 2022.

Geraldine Newbold
Ombudsman