

The complaint

Mr S complains British Gas Insurance Limited unfairly declined a claim he made on his HomeCare policy

What happened

Mr S had boiler insurance with British Gas. As part of that he received a service. In 2020, when British Gas serviced the boiler, it said it was dangerous, and couldn't be repaired. It said it would need to be replaced.

Mr S thought the boiler could be repaired and he hired someone to do so. So he later submitted a claim to British Gas for the cost of the repair. British Gas didn't agree to cover the claim, it didn't think the repair would meet its safety standards. It did offer £50 compensation for delays in responding to the complaint and a further amount for the premiums Mr S paid after the policy was cancelled.

Mr S didn't accept that, he was looking for around £450 total compensation. So he brought his complaint to this service.

Our investigator thought British Gas had acted reasonably in not covering the claim, so he didn't uphold the complaint. Mr S asked for an ombudsman's decision. He said his own contractor had carried out the repair easily, he said British Gas hadn't excluded his type of repair from its policy, so it should have carried it out. He also thought British Gas should appoint someone independent to review the boiler.

As Mr S didn't agree, the matter 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.

Mr S has provided extensive information in relation to his case. As this is an informal service I won't comment on all of it. My decision will focus on the key reasons for the outcome I've reached. But I'd like to reassure Mr S I've considered everything he's provided, and I thank him for doing so.

Ultimately, I need to decide if British Gas acted unfairly in not carrying out a repair to Mr S' boiler. There is clearly a difference of opinion between the two parties here. When this happens, my role is to decide which evidence I find most persuasive. In this instance, I'm more persuaded by the evidence provided by British Gas, I'll explain why below.

Mr S' policy does cover him for boiler repairs. But the policy also allows for a situation when a repair can't be carried out. If that is the case, British Gas will replace the boiler if its under a certain age. The policy also says if it can't get replacement parts, British Gas may need to cancel the agreement, which is what happened in this instance. So whilst Mr S strongly believes British Gas are in breach of their policy, I'm not persuaded that's the case.

British Gas has said the casing to the boiler needs replacing as the rivets keeping it together (and keeping an airtight seal) have corroded. It's said a new case would need to be fitted and it's not possible to get a replacement casing from the manufacturer. So a repair couldn't be carried out.

Mr S has disputed this, but he hasn't provided me any information which persuades me British Gas is incorrect in what it's said. I accept he's provided his own invoice for the repair, and he's satisfied the repairer was a gas safe engineer. But I've seen no report or evidence from Mr S' contractor which persuades me British Gas acted unfairly in not carrying out a repair. It seems Mr S' contractor fixed the original case by fitting new rivets. This doesn't persuade me British Gas should have taken this action. It's provided reasons why it doesn't think a repair was appropriate, and I consider those to be reasonable. And as Mr S no longer has a policy with British Gas, it's not obliged to now appoint someone independent to review the safety of his boiler.

There was some delay in Mr S receiving the refund he should have from British Gas after the policy was cancelled. I'm satisfied this has been resolved. British Gas has also offered £50 compensation for some delays in responding to Mr S. Having considered everything, I'm not going to ask British Gas to increase this. Mr S has clearly spent a lot of time in preparing his complaint to both British Gas and this service, but that isn't something this service would award compensation for.

I accept Mr S was without gas for a number of months as British Gas capped the boiler, but as I think it acted reasonably in doing so, any inconvenience that stemmed from that is not the responsibility of British Gas. So it doesn't need to pay further compensation.

My final decision

My final decision is that I'm not going to ask British Gas Insurance Limited to do anything differently.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 20 June 2022.

Michelle Henderson
Ombudsman