

The complaint

Mr D is unhappy with the compensation British Gas Insurance Limited (BG) paid him after it damaged his boiler during a service.

What happened

Mr D had a home emergency policy with BG, which included an annual boiler service. During the routine check, part of the boiler broke. BG ordered a new part which didn't fit, so it tried to obtain the correct part. The manufacturer told BG the part was obsolete.

BG advised Mr D to buy a new boiler. It provided a quote including a customer discount. He accepted and BG installed a new boiler.

Mr D then complained to BG because he didn't think he'd needed the new boiler. He said the old boiler part was still available, so BG should've been able to repair his boiler. Mr D said BG must've sold him a new boiler that he didn't really need.

Because he believed BG caused the original damage, which in turn meant he bought a new boiler, Mr D didn't think BG had handled his claim properly or fairly. He said £400 compensation BG paid him wasn't enough.

Our investigator didn't uphold the complaint. She said BG told Mr D that his boiler was old, and parts may be difficult to find. She said BG's explanation for the breakage was reasonable, so our investigator didn't uphold the complaint or recommend any further compensation.

Mr D didn't agree. He said the relevant part wasn't obsolete, so he believed BG could've fixed the fault.

The complaint was 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.

While I understand Mr D will be upset, I've decided not to uphold his complaint. I'll explain why.

There are two issues here:

- whether or not BG broke Mr D's boiler causing him to need a new one, and
- whether the £400 payment BG made to Mr D was enough in the circumstances.

Broken part

There's some dispute about the part that broke. BG told Mr D the part was obsolete, so he needed a new boiler. Mr D said the part he needed was available. Looking at the service record, BG clearly recorded that the thermocouple broke and the manufacturer confirmed it was no longer available. I don't think that necessarily means one couldn't be sourced at all. But the records show that the manufacturer confirmed the part was obsolete, so I'm satisfied it was reasonable for BG to pass that information on to Mr D. I also note BG told Mr D in his policy renewal documents that parts may be difficult to source due to the age of his boiler:

Our records show that your boiler's manufacturer stopped making your particular model of boiler a while ago. They're still making the most important parts for your boiler, some other parts are becoming difficult to source. This means we may not be able to fix your boiler if it breaks down

So, I think it's fair to say BG put Mr D on notice that it may not be able to repair his boiler for much longer.

Although Mr D says BG broke the part, causing him to need a new boiler, the evidence doesn't support that. BG said the part broke during the annual service, and explained that some boiler parts become brittle over time because of age and constantly changing temperature. Given the age of Mr D's boiler, I think that's a plausible explanation. I haven't seen anything in the evidence to suggest that BG did anything wrong to cause the part to break.

Compensation

Mr D is unhappy with the compensation of £400 that BG offered him. He says BG broke his boiler in winter, so he had to accept its offer to replace it; it took two weeks to install, and he paid more for the boiler from BG than he needed to.

I realise it might've been uncomfortable for Mr D to be without a functioning boiler during the early winter period. But, as I've said the evidence doesn't show BG caused the part to break, I can't fairly hold BG responsible for the loss of boiler use.

The work records show that BG installed Mr D's new boiler eight days after the annual service, which was just five days after Mr D accepted its quote for a new boiler. I don't think that's an unreasonable length of time to wait.

Although Mr D is now unhappy with the price he paid, which included a loyal customer discount, I can't say BG did anything wrong by providing a quote. If Mr D was unhappy with the price, he was free to choose another boiler installation service.

Having considered these points, I see no reason to ask BG to pay any more compensation.

Summary

Overall, I think it was unfortunate that Mr D's boiler broke during the annual service and that he needed to pay for a new boiler when he wouldn't have been expecting it. But I can't see

anything in the evidence to suggest that BG did anything wrong. It provided a reasonable explanation for the broken part, and quoted for a new boiler, which Mr D accepted.

I won't be asking BG to do any more here.

My final decision

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 29 August 2022.

Debra Vaughan
Ombudsman