

The complaint

Mr L has complained that British Gas Insurance Limited (British Gas) was unable to repair a boiler under a home emergency policy.

What happened

Mr L contacted British Gas to repair a boiler at a rental property he owned. Over a series of visits, engineers inspected the boiler and sometimes fitted new parts. British Gas then told Mr L that it wasn't possible to repair the boiler and said it should be replaced.

Mr L replaced the boiler but complained to British Gas and said he shouldn't have needed to replace the boiler as British Gas should have been able to repair it. When British Gas replied to the complaint, it said it had investigated the issues with the boiler. The boiler was 18 years old and wasn't fitted to the manufacturer's instructions, as the flow and return pipes were the wrong size, which could cause the boiler to lock out or overheat. A manager had already refunded the cost of some previous upgrade work that hadn't fixed the issue. Mr L's boiler was also on the restricted service list and he had been advised to replace the boiler since 2013.

When Mr L complained to this service, our investigator didn't uphold it. He said British Gas had investigated the fault and replaced parts where it found issues. British Gas had also advised that, due to the age of the boiler, it might not be possible to replace some parts or repair it. He said British Gas had acted in line with the terms and conditions of the policy.

As Mr L didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

Mr L reported issues with a boiler. Looking at British Gas's engineer records, these showed it visited on multiple occasions to deal with the boiler. On some of those visits, issues were found and British Gas replaced parts to fix them. However, on other visits, the engineers found that the boiler was working and couldn't find any issues with it. So, I think British Gas took steps to identify issues and repair the boiler, when required.

In 2020, Mr L's renewal documents said:

*" - 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, but we'll do our best to keep it running for as long as possible"*

The engineer records also showed that since 2013, during visits, engineers had been advising that the boiler be replaced. Mr L said he wasn't aware of this. Given a tenant lived at the property, I think this advice might have been provided to the tenant. Nonetheless, I'm satisfied that British Gas took steps, including in the renewal documents sent to Mr L, to advise that it might not be possible to repair the boiler and that it might need to be replaced.

The policy also said:

"If we've agreed to cover a boiler or appliance but warned you that it might be difficult to find replacement parts, we'll do what we can, within reason, to repair it."

Mr L has said he asked British Gas to replace each part in the boiler until it found the underlying issue. British Gas declined to do this, which I think was reasonable. Although the policy said British Gas would repair the boiler, I don't think this meant it needed to replace working parts in order to see what effect, if any, this had on the overall functioning of the boiler.

British Gas also reviewed the work it had carried out. It identified that it had said upgrade work should be carried out, which it thought would fix the issue. However, when it found this hadn't made any difference, it refunded the cost of that work. I think that was reasonable in the circumstances.

Mr L has also said he had the same boiler fitted in another property and with an identical set-up and that boiler was still functioning. Although that might be the case, that doesn't persuade me that British Gas didn't properly assess the issues with the boiler or provide reasonable advice, which in this case was that the boiler needed to be replaced.

After investigating the issues, British Gas told Mr L the boiler hadn't been fitted in line with the manufacturer's instructions. It said the flow and return pipes were the wrong size, which could be causing the problem. Mr L said that when the new boiler was fitted, which was through British Gas, this included a quote for replacing those pipes. However, while the boiler was being fitted, British Gas decided the existing pipes were fine for the new boiler and so didn't replace them. Mr L said this showed that British Gas' conclusion about the issue with his boiler was wrong.

British Gas provided this service with the details of the quote for the new boiler and for the pipework that then wasn't replaced when it was fitted. This showed that it was the gas pipe that was quoted for and then not replaced. This is different to the flow and return pipes, which is what British Gas said was the issue with the original boiler. So, I don't think this showed that British Gas came to the wrong conclusion about the original boiler.

From what I've seen British Gas seemed to carry out a thorough assessment of the boiler over several visits. I think it was reasonable for it to conclude that the boiler needed to be replaced based on the reported issues, the age of the boiler, the attempts it had made to repair it and the manufacturer's instructions. So, thinking about all of the above, I don't uphold this complaint or require British Gas to do anything further.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 19 September 2022.

Louise O'Sullivan
Ombudsman