

The complaint

Mr D complains that British Gas Insurance Limited should have repaired his boiler under the home emergency policy he held with them. He says failure to do so resulted in him replacing the boiler and incurring significant extra costs.

What happened

The details of this complaint are well known to both parties, so I will not repeat them again here. The facts are not in dispute so I will focus on giving the reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- British Gas acknowledge that after Mr D's boiler failed in February 2022, there was a missed appointment and two unsuccessful appointments. They are aware that this meant Mr D's rental property (with an elderly tenant in it) was without heating or hot water for a number of days.
- British Gas also acknowledges that despite two of their engineers stating that the boiler couldn't be repaired due to its age, condition and the non-availability of the necessary part, that it potentially could have been repaired by replacing a part and that the part was available.
- Mr D says he only found this out after speaking to the manufacturer, after he had already paid £2250 to have the boiler replaced.
- British Gas have paid Mr D £281.10 as a policy refund for failing to provide the repair, £325 as compensation towards the cost of replacement (approximate cost of the part and labour required) and £368 compensation for the service provided (one broken appointment, two misdiagnosis appointments and seven days without heating or hot water).
- Mr D wants British Gas to compensate him for the full amount he has paid to replace the boiler. However, I think what they have already paid him is fair. I am aware that his policy didn't cover for replacement costs. I also recognise that although the previous boiler might have been repairable and the identified part was in fact available, we can't be sure the repair would have worked or how long it would have lasted.
- I am also aware that the boiler was said to be approximately 21 years old and British Gas engineers had recommended replacement for a number of years prior to replacement.
- It could also be said that Mr D possibly could have done more to mitigate his losses. After replacement he has said he found out from the manufacturer the part in question was available. This would suggest he thought this was possible before he committed to replacing the boiler.
- Overall, I think the compensation paid is fair. I think it was right to refund the year's premium and I think they have compensated Mr D for the impact of the missed

appointment and subsequent unsuccessful appointments. I also think £325 towards the cost of the replacement boiler is sufficient. Mr D has the benefit of a new boiler and we can't be sure how long repair of the previous boiler would have lasted, considering its age.

For these reasons, although I understand Mr D's frustration, I do not uphold this complaint. I think the compensation of £974.10 already paid by British Gas is fair in the circumstances.

My final decision

My final decision for the reasons set out above, is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 3 October 2022.

Yoni Smith
Ombudsman