

## **The complaint**

Mr R complains about a claim he made on his home emergency insurance policy with British Gas Insurance Limited.

## **What happened**

The background to this complaint is well known to both Mr R and British Gas. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr R had a home emergency insurance policy with British Gas. In early January 2022, he had a problem with his central heating and he contacted British Gas. Because of demand for their services, British Gas were unable to arrange a home visit as quickly as Mr R wanted. British Gas authorised a third party independent engineer repair and reimbursed Mr R the cost. Mr R then cancelled his policy on 25 January 2022.

A third party independent engineer serviced the boiler on 28 January 2022. That engineer said there were a number of faults with the boiler which - in their opinion, should've been identified by British Gas during the period when Mr R had cover with them. For one of the faults, Mr R was quoted around £600 for the repair. Mr R decided to replace his boiler due to the cost and the age of it. British Gas told Mr R they wouldn't reimburse him for the cost of the new boiler or what the repair would've cost him.

Mr R complained to British Gas. In their final response they said they'd pay Mr R £242.02 – which is what the repair would've cost them. They also offered £40 compensation for the time taken to look into the complaint. Mr R remained unhappy and referred his complaint to our Service for an independent review. Our investigator considered the complaint but didn't recommend that it be upheld. Mr R didn't accept our investigator's recommendations and the complaint has been referred to me for a final 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. Where there's an alternative version of events between both parties, I've to reach my decision based on what I think is more likely than not – based on the available evidence.

Whilst I can understand Mr R's frustrations at his experience, I don't uphold this complaint.

When Mr R initially contacted British Gas, demand for their services meant call outs were taking far longer than they'd have liked. I find their option of allowing a third party engineer to visit and then reimbursing Mr R a fair and reasonable remedy. The alternative would've been to wait until an engineer from British Gas' network became available.

### *The January 2022 boiler service*

When Mr R cancelled this policy with British Gas – due to the response times and the cost of renewal, he arranged cover through a third party company. A first service under that agreement was carried out on 28 January 2022.

Although that engineer (in Mr R's testimony) found that there were a number of issues that they felt should've been picked up on during the previous policy term with British Gas, I'm not sufficiently persuaded based on the evidence provided. I say this because:

- The last service with British Gas had been in June 2021. It's plausible that the issues later identified first occurred after this date - as no evidence has been provided by Mr R that these issues existed at the time of British Gas' last service.
- The boiler was also visited by an independent third party engineer in early January 2022. Although I accept they will have been called out for a specific purpose, no evidence has been provided that these problems were apparent at that point.
- This boiler was around 9 years old at this time. Given the typical lifespan of a boiler, it's not unusual that faults would develop as a boiler moves towards the end of its' life span.

On balance, I don't find that British Gas have done anything wrong when not reimbursing Mr R for the cost of a new boiler.

Mr R chose to replace a boiler (granted it was around 9 years old) at a greater cost than it would've been to repair it. Therefore, his 'loss' was the cost of a new boiler – not the repair cost for £576 that didn't actually take place. In any case, a new boiler wasn't something that was covered under this policy.

Overall, I find that the offer by British Gas to reimburse Mr R what it would have cost them (£242.02) to make the necessary repairs is fair and reasonable. I don't require British Gas to do anything further here.

### *Complaint handling*

In this case British Gas offered Mr R £40 for any delays when they were investigating his complaint.

Our Service can't consider complaints that are solely about complaint handling. DISP 2.3.1 says our Service can consider a complaint if it relates to a regulated activity. Complaint handling in isolation isn't a regulated activity. I won't comment further on this complaint point.

Whilst I appreciate that my decision will be disappointing for Mr R, it brings to an end our Service's involvement in trying to informally resolve this dispute between him and British Gas.

### **My final decision**

I don't uphold this complaint for the reasons explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 26 December 2022.

Daniel O'Shea  
**Ombudsman**

