

The complaint

Mr B complains that British Gas Insurance Limited (“British Gas”) has treated him unfairly following a claim made under his HomeCare range insurance policy.

Any reference to Mr B or British Gas includes respective agents or representatives.

What happened

The background of this complaint is well known to all parties, so I’ve summarised events.

- Mr B owns a property that is let to tenants. They reported issues with the boiler. So, in May 2022, Mr B contacted British Gas. It sent an engineer who reviewed the boiler and ordered parts for its repair, reattending several days later to replace parts.
- Several visits followed, with British Gas saying its engineers discovered additional parts that needed repair or replacing on different visits, which they ordered and fitted. A discussion took place between Mr B and an engineer about replacing the boiler, and Mr B obtained quotes to replace it.
- In mid-June 2022, British Gas said another engineer visited and advised further parts and replacements were necessary. British Gas says Mr B said at this time he no longer wished for the boiler to be repaired, and was purchasing a new one.
- Mr B says he had made arrangements to have a new boiler fitted given British Gas’ delays and poor communication. And after British Gas rang him to confirm it could repair the boiler, he had no faith in its workmanship or ability to carry out repairs.
- Mr B complained, saying British Gas should contribute 50% towards the cost of the new boiler amongst compensation for his time and inconvenience of his tenants. And he said British Gas’ engineer had caused the failure of the boiler through the cross threading of a joint.
- British Gas said the necessary parts for repair would’ve been available the next day and it could’ve still repaired the boiler. And it said Mr B could’ve stopped the new boiler’s installation following its assurances of this. It said it’d advised Mr B to obtain a new boiler since 2016 and his boiler was on a reduced service list, meaning parts may not be available or obtaining them could be subject to extended delays.
- British Gas disagreed the cross threaded joint was the root cause of the boiler’s failure given the age and number of issues present. But it awarded him £70 compensation in light of delays and number of appointments needed to try to repair.
- Our Investigator looked at what happened and didn’t uphold the complaint. She said British Gas had provided assurances it could still repair his boiler, but he went ahead with a replacement anyway. And even if its engineer had caused damage, it appeared there were multiple issues with it, so this was not the sole cause of the need for repair. She also said the compensation was reflective of the impact of any delays or issues to Mr B, and couldn’t award for his tenants.

Mr B disagreed so the complaint has been passed to me for an Ombudsman’s 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.

Having done so, I'm not upholding this complaint. I'll explain why.

- Mr B's policy covers him for repairs to his boiler. And the policy says it will replace a boiler if it is less than ten years old in certain circumstances if it is unable to repair it.
- Mr B's boiler is at least 18 years old, so this means British Gas isn't required to replace the boiler in line with the policy terms.
- British Gas has carried out a number of visits and repairs to Mr B's boiler. And it has said its agents discovered additional issues upon completing repairs and further investigation. British Gas was still looking to repair the boiler around a month after its first visit. And on its face, I would say this is longer than we'd expect to see.
- Mr B said these visits were caused by a British Gas engineer's mistake when cross threading a screw during an initial repair. British Gas hasn't denied the cross threading took place, but has said this wasn't the root cause of the issue. I've taken Mr B's points on board, but I've also been given no independent expert evidence that supports this was the root cause of the issues. And in light of the age of the boiler and seemingly the number of issues the engineers were trying to address, I find British Gas' comments this was not the root cause to be persuasive.
- Mr B has said he lost faith in the ability of British Gas' engineers, which is why he went ahead with replacing the boiler when he did. Even if I were in agreement that British Gas' engineer had cross threaded a screw or bolt, I'm not satisfied it's reasonable for this action to undermine all of their agents' experience nor ability to carry out repairs in the future. So, this wouldn't persuade me it would be reasonable for Mr B to not accept British Gas' offer to repair the boiler in line with the policy.
- Mr B has said he had an obligation to his tenants which is why he took action when he did. I understand his commitment to his tenants, but similar to the above, Mr B's decision to buy a new boiler appears to be based on his belief British Gas wouldn't have repaired the boiler or would've taken too long. I note British Gas says it could've done this swiftly after its call to him, prior to the new boiler being fitted. And I've been given nothing to show this wouldn't have been possible.
- So, for these reasons I'm not persuaded it would be fair or reasonable to direct British Gas to cover the cost of a new boiler, nor that this is required by the policy.
- British Gas has apologised for delays and offered £70 compensation. I understand Mr B has discussed the impact of the claim on his tenants, and I don't doubt it was frustrating for them to be without hot water for a time. But, I'm unable to make any award for their distress or inconvenience. And taking into account the direct impact on Mr B, I'm satisfied the offer British Gas has made is fair and reasonable in the circumstances.

My final decision

For the above reasons, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 7 December 2022.

Jack Baldry
Ombudsman