

## **The complaint**

Mr W complained about British Gas Insurance Limited (BG) who were unable to repair his boiler, following a claim under his home emergency cover.

## **What happened**

Mr W held a home emergency policy with BG, that covered repairs to his boiler amongst other things. He contacted BG as he noticed that the boiler was leaking. It sent an engineer who couldn't find an active leak but did spot signs of a previous leak.

A few months later, Mr W contacted BG again, as there were issues with this boiler. It sent another engineer who thought that the issue with the boiler, was due to a faulty heat exchanger. He was unable to complete the repair as a pump block couldn't be removed, so that he could repair the heat exchanger. A new pump block was ordered.

BG told Mr W that it had ordered the incorrect part, so another part was ordered. BG sent another engineer, but he couldn't gain access. Mr W contacted BG and it sent another engineer. The engineer couldn't remove the pump block and advised Mr W that the boiler was beyond economic repair. BG gave Mr W a quote for a new boiler, which he declined. Mr W complained about the service he received from BG.

BG considered his complaint and offered £150 as a goodwill gesture for the trouble and upset caused, for the poor service. But wouldn't agree that it should pay for the replaced boiler, that Mr W got. Mr W remained unhappy with this outcome and referred a complaint to our service.

One of our investigators considered the complaint and didn't think it should be upheld. She said that BG had been fair. There were no terms under the policy that meant that BG were obliged to replace it. Further, the age, the condition of the boiler and the previous faults, meant that the failure of it wasn't solely down to the removal of the pump. She found that the £150 offered was fair given the time of year that the boiler failed. So, she couldn't recommend that BG do anything further regarding the complaint.

BG accepted the view Mr W did not. He said that despite a small leak, he had heating and hot water. After the BG engineer had attended, he was left with no heating or hot water, with a young family. He felt that the £150 offered was an insult and it was still cold when the boiler broke down. And although he accepted that the boiler was old, it had been working and he hadn't been previously told by BG of any issues with the boiler. So, he asked for a decision from an ombudsman.

## **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 won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr W, but I hope my findings go some way in explaining why I've reached this decision. Mr W has raised a few issues, but I hope the fact that I don't respond in similar detail here won't be taken as a discourtesy. As an informal dispute resolution service, we are tasked with reaching a fair and reasonable conclusion with the minimum of formality. In doing so, it isn't necessary for me to respond to every point made, but to concentrate on the nub of the issue.

Mr W held a home emergency policy that provided cover for his boiler. He made a claim as the boiler was leaking. BG advised Mr W that the boiler, due to its age, faults and condition was beyond economic repair. BG did provide a quote for a replacement boiler, but Mr W found an independent contractor to replace the boiler. He complained to BG about its poor service. And he wanted BG to pay for the replacement boiler.

I have considered the comments made by both parties, the policy terms and conditions and the call out history regarding Mr W's boiler. Having reviewed this evidence, I think BG were reasonable in not paying for the replacement boiler. I also think it was fair in recognising some areas of poor service and offering compensation of £150 for this error. I will now explain why.

Mr W's boiler was covered under a home emergency policy with BG, since 2016. From 2017 onwards, the call out history which has several entries, shows that BG had previously advised Mr W that the issues with his boiler were serious enough to warrant a replacement. Over the years (from 2017 – 2022) he was advised 13 times that due to the age, condition and faults of the boiler, he ought to replace it.

Mr W said that he had never been made aware by BG of any issues with this boiler previously. BG said that following visits to customers, it would've left a copy of a work record. Having looked at the call out history there were 23 visits which did include annual services, as well as repairs. And I think it is reasonable, especially given the number of visits, that Mr W would have been informed by the various engineers who attended and likely given a work record detailing what was wrong with the boiler or what work was carried out on the boiler. Consequently, I think it was more likely than not that Mr W had been made aware of the issues and condition of his boiler. And would've been advised about the need to replace his boiler. Which he declined on several occasions.

I have next considered whether it was reasonable for BG not to replace the boiler, once it deemed it beyond economic repair. I have reviewed the policy terms and conditions, which state: *'a replacement boiler if we can't repair it and; It's less than seven years old; or It's between seven and ten years old, we installed it and it's been continuously covered by us under either a warranty or home care product'*. From the evidence, I can't agree that Mr W's boiler would've fallen under the policy conditions, as his boiler was over ten years of age. So, I think that BG weren't obligated under the policy to replace the boiler.

Mr W also said that the BG engineer damaged the threads whilst trying to remove the pump. This was raised with BG who said that the screws in the manifold had ceased due to the boiler's age and previous water leaks. As such (and given the condition of the boiler) the damage to the threads would've been experienced by anyone who had attempted to remove the pump. So, I can't agree that BG were responsible, when it's likely that this would've happened had anyone else attempted to remove the pump.

Finally, I have considered whether BG were fair in its offer of £150 for the trouble and upset its poor service caused. I understand that Mr W is seeking a larger amount of compensation. He said that his family were left without heating and hot water for over a week, when the weather was cold.

BG acknowledged that its usual level of service was poor due in part, to not keeping Mr W updated and the failed appointment. Mr W said that as BT were willing to order a part for his boiler that cost £300, which wasn't used, then this amount should be a reasonable amount of compensation. But the part that BT ordered formed part of Mr W's insurance policy and not an offer of compensation, which is separate. So, I'm unable to agree that this level of compensation (namely £300) is fair.

As to the £150 offered, Mr W said that he was without heating and hot water for around a week. But having looked at the timeline of events, I can see that it took about two days for BG to attend and attempt the repair. Also, during the time of the year (spring early summer) I think the weather would've been warmer than the winter. Accordingly, I think the offer was fair in the circumstances.

Taking everything into account, whilst I understand how disappointed Mr W will be, I'm satisfied that BG were reasonable to offer the £150 compensation for the poor service. And were fair in its decision not to replace the boiler. So, I can't ask BG to do anything more to resolve this complaint.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 14 February 2023.

Ayisha Savage  
**Ombudsman**