

## The complaint

Mr C and Mrs C complain about the level of service received from British Gas Insurance Limited following a claim against their homecare insurance policy.

## What happened

Mr C and Mrs C say British Gas failed to repair a boiler fault in 2020. They say multiple visits took place, parts replaced failed, and the issue remains today – leaving them with intermittent heating and hot water. They say they've been treated poorly, appointments were broken, and they've spent hours chasing a resolution. They think British Gas should replace the boiler under the policy as they've failed to repair it.

They also say they're vulnerable which British Gas were aware of, and despite this, they felt they were treated as if they didn't matter. They say the level of service was poor which had a significant impact on them, and their gas usage increased as the result of British Gas failing to repair the fault.

British Gas say they've attended, repaired the boiler multiple times, and left it in working order. They accept parts failed, but this was outside their control, and when this happened, they reattended and carried out repairs. They also say they recommended the boiler be replaced due to its age, but this was refused by Mr C and Mrs C. They paid Mr C and Mrs C £100 compensation for the way things were handled, contributed to their additional gas usage, but didn't agree to replace the boiler under the policy. Mr C and Mrs C remained unhappy and approached our Service for an impartial review.

I issued my provisional decision on 8 March 2023 which set out the following:

*"What I've provisionally 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.*

*Many points have been made in relation to this matter – I haven't addressed each one individually. Instead I've focused on what I consider to be the pertinent points. That isn't meant as a discourtesy, it simply reflects the informal nature of our Service.*

### *The policy*

*It's designed to cover repairs to the central heating system, amongst other things, following a fault. The claim notes show British Gas have attended and carried out repairs since 2020, so I'm satisfied British Gas acted in line with the policy. Mr C and Mrs C say, however, repairs often failed shortly after completion leading to further visits. They also say the heat exchanger, amongst other things, was replaced five times, but failed. They say British Gas failed to identify and resolve the fault which is why they continue to experience the intermittent fault today, but I don't agree and will explain why.*

*I'm satisfied British Gas carried out repairs, but they didn't prevent faults recurring because*

*the boiler is at (or very close to) the end of its serviceable life. I say this because the boiler is old, several engineers have commented on the need for a replacement, so it seems most likely if there was a straightforward fault, it would have been fixed by now given the number of engineers who have inspected – and attempted to repair – the boiler. And some repairs have led to uninterrupted use for an extended period. This in my view suggests the repairs have worked, but the underlying condition of the boiler meant they didn't last as long as they ordinarily would have. Further, Mr C and Mrs C haven't presented compelling evidence to show British Gas' repairs were poor which led to the fault recurring – and it's not as the result of the condition of the boiler, which I think is the root cause of the recurring issues they're experiencing.*

#### *The outstanding recurring fault*

*Mrs C has been in contact with British Gas since our investigator's view. British Gas say they would arrange a further visit to assess the fault. They say given the policy is designed to cover repairs until they can no longer be carried out, they will continue to offer repairs. I think that's reasonable. I say this because that's all the policy requires them to do here until a repair is no longer feasible.*

#### *Whether British Gas should replace the boiler under the policy*

*While Mr C and Mrs C say British Gas should replace the boiler under the policy, I don't consider I could fairly require them to do that. I say this because, as set out above, the boiler isn't presenting a recurring fault because of anything British Gas has – or hasn't – done. And the policy itself is very clear that British Gas will only replace a boiler if certain conditions are met. Here, they aren't, namely because of the age of the boiler.*

*In this situation, while it's likely some of British Gas' repairs could have been done better, and with a higher level of customer service, I'm not satisfied they are at fault for the intermittent issues with the boiler. I think the long-term solution – British Gas has advised on several occasions which Mrs C was unhappy with – is a replacement boiler. But this isn't covered by the policy given the conditions haven't been met as mentioned above.*

#### *Additional gas usage*

*Mr C and Mrs C say their boiler has taken far too much gas as the result of the intermittent fault. British Gas contributed £100 towards these costs previously, but Mr C and Mrs C think they should contribute further given they've failed to repair the boiler. I don't consider requiring British Gas to make a further contribution in respect of these costs fair and reasonable. I say this because I'm not satisfied British Gas are responsible for the recurring boiler issues, as mentioned above.*

#### *Service issues*

*Mr C and Mrs C had a terrible time of things which started shortly after making the claim – experiencing broken appointments, engineers refusing to carry out repairs, and spending much of their time chasing for responses, amongst other things. Mrs C is disabled, her and Mr C have underlying health conditions, and despite British Gas being aware of this, they were made to feel as though they didn't matter. Mrs C thinks British Gas discriminated and took advantage of her because she's disabled.*

*She says British Gas communicated with her as if she was stupid, ignored her, deliberately gave the wrong excess gas consumption amount to limit their liability, and didn't properly engage with their poor handling of things until our Service became involved, amongst other things.*

*Here, British Gas accept they provided poor customer service. Mr C and Mrs C don't see it that way as mentioned above. Mrs C believe that how they've been treated goes beyond poor customer service. I do think British Gas hasn't quite grasped how their actions have made Mr C and Mrs C feel. I say this because they were aware of Mr C and Mrs C's health, and Mrs C's disability. And despite this, they failed to provide Mr C and Mrs C with a reasonable level of customer service. So, given British Gas' poor handling of matters, and the impact on Mr C and Mrs C, I currently intend on directing British Gas to pay them £400 compensation in total for any distress and inconvenience caused.*

### **Summary**

*British Gas were required under the policy to attend and carry out repairs, and I'm satisfied they fulfilled this. I'm not satisfied British Gas are at fault for the intermittent issues with the boiler Mr C and Mrs C continue to face based on the evidence available. Rather, it's most likely given the age of the boiler – that British Gas recommended be replaced – an underlying condition has resulted in a fault recurring.*

*It's fairly common for an engineer to recommend a boiler be replaced if they believe – in their professional opinion – it has (or close to) reached the end of its serviceable life due to age and general wear and tear. A replacement boiler seems to be the long-term solution here – but Mr C and Mrs C aren't entitled to a replacement under the policy given the conditions haven't been met.*

*The service was poor overall, and I don't think British Gas took reasonable steps to recognise the impact their handling of matters had on Mr C and Mrs C. While our investigator recommended British Gas pay them a further £150, I intend on increasing this to £400 in total.*

### **My provisional decision**

*My provisional decision is I uphold the complaint. I intend on requiring British Gas Insurance Limited to pay Mr C and Mrs C £400 compensation for any distress and inconvenience caused."*

### **Responses to my provisional decision**

British Gas accepted my provisional decision. Mr C and Mrs C raised several points in response to my provisional decision for consideration, which I'll address below.

### **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.

#### ***Boiler replacement under the policy***

Mr C and Mrs C responded to say on British Gas' engineer's system, it says – without condition – the boiler is insured for replacement. They also say British Gas failed to keep them updated with changes to policy terms over the years. I set out why I'm not requiring British Gas to replace the boiler under the policy – that's because the age of Mr C and Mrs C's boiler doesn't meet the specific policy criteria. For completeness, the policy says British Gas will only replace a boiler if they cannot repair it, and it's less than seven years old, or between seven and ten years old, was installed by them, and has been continuously covered under either a homecare policy or warranty. So, I won't be requiring British Gas to replace it under the policy.

British Gas recommended the boiler be replaced on several occasions. While I note Mrs C's view that she thinks engineers are incentivised to sell boilers, as explained, it's common for engineers to make this recommendation. Given the age of the boiler and intermittent issues over a period despite numerous repair attempts, I think recommendations to replace it were reasonable here.

#### *Mr C and Mrs C found a fault with the PCB board in the thermostat*

They say this is to be replaced, and since they found the fault and used a manual setting instead, they've not had any interruption when using heating and hot water. I'm pleased to hear this. They also provided an email from a third-party boiler system control company that said, broadly, if the fault persisted after resetting the thermostat, the fault could be due to the programming of the thermostat, which should be replaced.

I don't find the comments from the third-party compelling supporting evidence to persuade me to agree British Gas' repairs in the past were poor, incorrect, or unnecessary. I say this because I note after British Gas' previous repairs the boiler system provided uninterrupted use for an extended period too. So, while Mr C and Mrs C seem to have identified an issue with the thermostat, I'm not persuaded they've demonstrated British Gas failed to respond to the faults in line with the policy – as that's all the policy required them to do here.

#### *Summary*

For the reasons outlined within my provisional decision and having carefully reviewed Mr C and Mrs C's response to the same, I'm not satisfied British Gas failed to fulfil their duty under the policy which was to attend and complete repairs. The policy doesn't entitle them to a boiler replacement, and I'm not satisfied the evidence demonstrates British Gas' previous repairs were poor, incorrect, or unnecessary.

As mentioned above, the level of service provided to Mr C and Mrs C was poor, so I remain of the view £400 compensation is fair, reasonable, and proportionate here. So, I'll be directing British Gas to pay this to Mr C and Mrs C.

I accept my decision will come as a disappointment to Mr C and Mrs C. But my decision ends what we – in attempting to resolve their dispute with British Gas – can do for them.

#### **Putting things right**

British Gas Insurance Limited must now pay Mr C and Mrs C £400 compensation for any distress and inconvenience caused.

#### **My final decision**

My final decision is I uphold the complaint and now require British Gas Insurance Limited to settle the complaint as set out under heading '*Putting things right*'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 1 May 2023.

Liam Hickey  
**Ombudsman**