

The complaint

Mr C has complained about British Gas Insurance Limited. He isn't happy that it turned down a claim under his home emergency insurance policy.

What happened

Mr C made a claim under his home emergency policy after his rented property had a problem with the central heating boiler. British Gas attempted to repair the boiler but unfortunately it couldn't fix it and so Mr C had to get a new boiler.

Mr C wasn't happy about this, so he complained to British Gas. It explained that some of the parts were now obsolete and so it couldn't repair the boiler. British Gas had tried to repair the boiler and also got an engineer out who worked for the manufacturer of the boiler, but they were of the view that the boiler was beyond economical repair (BER). British Gas acknowledged its service could have been better and offered £230 by way of compensation. And it also offered to refund part of Mr C's premium back to the date it last undertook a repair at the property and Mr C used the policy (about £298). But Mr C still wasn't happy, so he complained to this Service.

Our Investigator looked into things for Mr C but didn't uphold his complaint. He was minded at one stage to partly uphold the complaint but eventually decided that British Gas had acted fairly in offering to pay compensation for the poor service provided and refunding some of Mr C's premium.

As Mr C didn't agree the matter has been passed to me for review.

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 don't think the complaint should be upheld. I know this will come as a disappointment to Mr C, but I'll explain why.

Although I can understand Mr C's position and why he feels his claim should be met I don't think British Gas have acted unfairly here. It made him aware previously that as his boiler was getting quite old and hadn't been manufactured for over 17 years that it may not be able to repair the boiler in future. And the policy makes it clear that as the boiler was over 10 years old it wouldn't make a contribution if the boiler was unrepairable.

British Gas attended the rented house and tried to repair the boiler but couldn't due to the boiler's age, previous repairs not succeeding and parts being obsolete. Indeed, it asked the original manufacturer's own engineer to attend and it thought the boiler was BER. I understand that there has been a suggestion a number of parts could have been ordered that weren't obsolete and may have helped the final repair of the boiler. However, British Gas has explained these parts wouldn't have got the boiler running as they were in relation to wet items as opposed to the electrical fault that was also affecting the boiler.

British Gas also asked the manufacturer to resend an engineer in order to revisit the issue. However, when the engineer from British Gas tried to book a further appointment with Mr C's tenant they didn't want to go ahead. I know Mr C has disputed this but given Mr C had arranged for the installation of a new boiler the following day this seems likely. I say this as his tenant had ongoing problems with the boiler, which was quite old, and obviously the installation of a new boiler would be more efficient and far less likely to breakdown.

Mr C seems to be suggesting that if British Gas simply replaced all the parts on the boiler then he would, in effect have a new boiler and could continue to use the old boiler. But I think this is far too simplistic a view and even though parts *may* be sourced elsewhere British Gas has its own reputable supply chain and I wouldn't expect it to step outside of this.

Given all of this I don't think British Gas has acted unfairly. Mr C's boiler hadn't been in production for over 17 years and would clearly need to be replaced at some point soon. British Gas tried to repair it and has outlined that some of the parts are obsolete which it warned Mr C about earlier. And it has gone on to refund the premiums he paid from the last time it attended and undertook repairs, so I think it has acted fairly here.

Turning to the remaining issues, which appear to be mainly resolved, I agree British Gas could've dealt with the claim better and there were a number of appointments which caused inconvenience. But its offer of £230 compensation seems fair so I'm not asking it to do anymore here.

My final decision

It follows, for the reasons given above, that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 June 2023.

Colin Keegan
Ombudsman