

## **The complaint**

Mr S complains about his home emergency policy with British Gas Insurance Limited (British Gas). The complaint is about how British Gas responded to a problem with his boiler.

References to British Gas in this decision include their agents who provide services under the policy.

## **What happened**

In July 2022 Mr S had a problem with his boiler, which developed a leak. The boiler had been installed by British Gas in 2006. Two different engineers attended and said a repair would be possible, involving replacement of the heat exchanger. But it would be expensive and follow up repairs would be likely to be needed.

Given the age of the boiler, they suggested Mr S consider a new boiler. A quote for a new boiler was provided (£2,660 after application of a £250 discount). However, Mr S said this was too expensive, unless the quote was reduced to around £2,000. If that couldn't be done, he wanted the boiler to be repaired. British Gas said they couldn't reduce the quote to this figure, so Mr S asked for the repair to go ahead.

An engineer then attended to assess the replacement of the heat exchanger. However, he couldn't access the relevant part of the boiler as kitchen units had been fitted around the sides and top of the boiler. Mr S was told replacement of the heat exchanger could be carried out – but it was his responsibility to enable access to replace the heat exchanger (by dismantling and removing the adjoining units). British Gas said he wasn't prepared to do this.

Unhappy at what had happened, Mr S complained to British Gas. But they didn't uphold the complaint. In their final response they referred to the discussion about a potential new boiler and to the issue of access to carry out the repair to the boiler. On the latter point, they referred to the policy terms and conditions about any faults (or design faults) that prevented access because part of the [central heating] system had been permanently built over. So, while they were prepared to replace the heat exchanger, access would have to be provided (by Mr S) for the work to be carried out.

Mr S then complained to this service. He was unhappy at British Gas refusing to repair his boiler because the part needing replacement was hard to remove given its location by the units (even though British Gas installed the boiler). He thought his policy should cover the repair and British Gas were trying to get him to buy a new boiler to avoid an expensive repair.

Our investigator initially didn't uphold Mr S's complaint. From the evidence available, the investigator thought Mr S's boiler didn't have the clearance between the boiler and the adjoining kitchen units advised by the manufacturer. And the evidence indicated the kitchen (the units) had been changed since the boiler was installed.

Mr S provided further information and evidence about the clearance between the boiler and the adjoining units, leading the investigator to issue a second view,

upholding the complaint. The further information and evidence indicated there was the required clearance to the cupboard adjacent to the boiler. So, if the cupboard needed to be removed to carry out the repair work, British Gas would need to arrange this at their own expense. To put things right, British Gas should carry out the repair (quickly, to avoid any further delays). Given the delays in carrying out the repair, British Gas should also pay Mr S £250 in compensation for the distress and inconvenience he'd suffered.

British Gas disagreed with the investigator's conclusions and requested an ombudsman review the complaint. They said Mr S would still need to make access for their engineers to carry out the repair by removing the panel (false cover) above the boiler. Which is what their engineers had said he needed to do. Once this was done, they would carry out the work to replace the heat exchanger. Their engineers would not unscrew panels or cupboards – that was Mr S's responsibility. They added Mr S had initially indicated he was willing to do this, they would have carried out the work at that point. Mr S (subsequently) saying he wasn't prepared to do this had caused the delay – so it was unfair for them to be asked to pay him compensation.

### **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.

My role here to decide whether British Gas has acted fairly towards Mr S.

The key issue in Mr S's complaint is how British Gas have dealt with the leak to his boiler and the consequent repair (replacement of the heat exchanger). Mr S is unhappy at British Gas refusing to carry out the repair until Mr S makes the access necessary for the repair to be carried out. British Gas say they will carry out the repair – but only when Mr S provides the access (by removing the cover from above the boiler).

In his complaint to this service, Mr S was also unhappy at what he considers to be their attempt to sell him a replacement boiler, to avoid what could be an expensive repair. Looking at what happened on this point, it appears British Gas offered to replace the boiler, quoting a cost of £2,660 after applying a £250 discount). Mr S wasn't prepared to accept this offer, saying he wanted the quote to be around £2,000. British Gas said they couldn't meet this figure. As provision of a replacement boiler at separate cost would be a separate service (and contract) and not one provided under the home emergency policy, this isn't something that would fall within the remit of this service. It would be a commercial decision for British Gas on what terms (including the cost) they would be willing to offer the service (and for Mr S to decide whether to accept those terms).

For these reasons, I haven't considered this issue any further.

Coming back to the issue of the repair of his boiler, from what I've seen, British Gas say they will carry out the repair – but only once Mr S provides the access for their engineer to work on the boiler and replace the heat exchanger. From the photographs and other evidence available, it seems the issue of access isn't (now) to do with the cupboards adjacent to the boiler. They appear to be at least 5mm from the boiler, which is the minimum distance set out in the guidance from the boiler manufacturer.

That being the case, the issue seems to be with the panel (false cover) above the boiler. In their final response, while British Gas refer to the cupboard to the left (looking at) the boiler, they refer to the following extract from the policy terms and conditions (with the key condition highlighted in the final response):

### *“Pre-existing faults*

*Your products don't include cover for any faults or design faults that:*

- *prevent access because a part of your system has been permanently built over.”*

In the specific circumstances of this case, the issue is the position of the kitchen units (including the panel/false cover) immediately next to the boiler. British Gas say their engineers are not trained kitchen-fitters so it's not their responsibility to dismantle, or otherwise remove, kitchen units. Nor are they insured to do so (should they cause damage whilst dismantling or removing units). I can understand this view, and that kitchen cupboards (such as those attached to the wall, as in this case) would be reasonably held to be something that would constitute 'something 'permanently built over'.

But in this case, as I've set out, the issue isn't now to do with the kitchen units on the left (or both) side of the boiler. It's the panel (false cover) above the boiler. I've thought about whether this would fall under the definition above (so wouldn't be the responsibility of British Gas to remove to create access). From what I've seen, the panel (false cover) is there to cover what would otherwise be a gap above the boiler. It isn't a cupboard (hence it's a panel, or false cover). It seems clear the intention is to enable access above the boiler to be secured relatively quickly and easily (by simply undoing the retaining screws holding the panel in place). It doesn't involve having to dismantle a cupboard (or other, substantial fittings).

I've also seen reference in the evidence and information available in this case, that the panel has been previously removed by British Gas engineers when they've been carrying out annual servicing of the boiler. Which suggests to me there hasn't previously been an issue with its removal to enable work to be carried out on the boiler. I've not seen anything from British Gas challenging or disputing this has been the case.

Taking these points together, I've concluded British Gas haven't acted fairly and reasonably in saying they won't carry out the repair until Mr S agrees to create the necessary access, specifically the removal of the panel (false cover) over the boiler. Even if, as they say, Mr S won't remove it (even though British Gas said he originally agreed to do so).

Having reached these conclusions, I've considered what British Gas should do to put things right. As they've agreed to carry out the repair (replace the heat exchanger) they should now do so, if necessary by removing the panel (false cover) above the boiler to create the necessary access to carry out the repair.

Given the delays this issue has caused, I've also considered the impact on Mr S. Not having his boiler repaired earlier has caused him distress and inconvenience (and the boiler leaking). Considering all the circumstances of the case, I think £250 compensation for distress and inconvenience would be fair and reasonable.

### **My final decision**

For the reasons set out above, my final decision is that I uphold Mr S's complaint. I require British Gas Insurance Limited to:

- Carry out the repair (replace the heat exchanger) as they've agreed to do, if necessary by removing the panel (false cover) above the boiler to create the necessary access to carry out the repair.

- Pay Mr S £250 in compensation for distress and inconvenience.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr S accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 24 August 2023.

Paul King  
**Ombudsman**