

The complaint

Mr A has complained about the poor service he received from British Gas Insurance Limited (BGIL) when he sought assistance under his Home Care agreement.

What happened

In September 2022 Mr A sought assistance from BGIL when there was a problem with hot water access to his kitchen sink.

There were a number of visits from engineers. BGIL ordered a boiler part which needed replacing. When an engineer dismantled part of the boiler to fit the part, a screw was damaged and another part needed replacement. But due to the age of Mr A's boiler, this part was no longer available.

In October 2022 Mr A arranged for the boiler to be replaced. Mr A raised a complaint with BGIL about the poor service he received and the impact it had on him and his family. He said they were without hot water and heating for two weeks. Mr A set out a claim for his time, and the distress and inconvenience caused to him and his family totalling £3,600.

BGIL didn't uphold Mr A's complaint. It said as a part had become obsolete, there was nothing more it could do. But it said it was sorry Mr A was inconvenienced in having to make arrangements for a new boiler to be fitted. And in recognition of the fact Mr A had been a customer for several years, BGIL agreed to provide a refund of the premiums Mr A had paid since the last renewal date and a compensation sum of £150, so a total payment of £329.03.

Mr A remained unhappy and asked us to look at his complaint. Our Investigator thought BGIL was responsible for the screw being damaged when the engineer tried to dismantle the boiler to carry out repairs. But she didn't think BGIL was responsible for any costs toward a new boiler, given it was over 15 years old and the agreement didn't provide cover for a boiler of that age. The Investigator recommended BGIL pay Mr A a further £200 compensation.

BGIL said it didn't agree it was responsible for the screw damage, but it agreed to pay an extra £200 compensation to resolve things.

Mr A didn't agree and has reiterated his complaint for me to consider.

I asked our Investigator to explain to Mr A that his complaint about the installation of a new boiler isn't something we can look at as it isn't a regulated activity. It wasn't part of the Home Care Agreement to provide.

Mr A disagrees. He says BGIL broke his boiler and part of his complaint is that it was BGIL's actions that led to him having to arrange for the installation of a new boiler.

So the case has been passed to me to decide.

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.

Mr A's agreement with BGIL provides repair cover for boiler breakdown. As BGIL and our Investigator set out, the agreement doesn't provide replacement boiler cover for Mr A, due to the age of the boiler, which was installed in 1990. I understand Mr A doesn't agree, but I've explained why I am of the view that the new boiler isn't something this service can consider below.

Mr A's agreement says;

"What's covered

- A replacement for your 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 HomeCare product..."*

I'm reasonably satisfied that BGIL's appointed engineer damaged a screw while attempting to carry out repairs to Mr A's boiler. But I don't think this means it should contribute toward the costs of a replacement boiler. Mr A's boiler was nearing the end of its natural life and it isn't unusual for parts for a boiler of this age to no longer be available.

And while I understand Mr A believes BGIL should not have disconnected the boiler as it was an isolated issue with hot water, not the heating, BGIL says this was the correct process to follow as it wasn't safe to use the boiler without a suitable part.

When things go wrong, it's reasonable to expect a degree of inconvenience and disruption. I think that BGIL's offer to return the premiums Mr A paid since the last renewal date and to pay £150 goes some way to putting things right.

It is unfortunate that the most recent repairs needed to the boiler resulted in further parts needing replacement. The compensation awards which we give are modest to reflect any distress and inconvenience caused over and above what we consider reasonable.

And so, to reflect the distress and inconvenience caused by BGIL in this case, I think a fairer compensation award is £350, which BGIL has agreed with. So I uphold this complaint in line with the Investigator's recommendations as set out below.

My final decision

My final decision is that I uphold this complaint. I require British Gas Insurance Limited to pay Mr A a further £200 compensation for the distress and inconvenience caused.

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 5 December 2023.

Geraldine Newbold
Ombudsman