

The complaint

Mr D complains about the way British Gas Insurance Limited ("British Gas") handled a claim under his Home Emergency policy.

What happened

The circumstances of this complaint are well known to both parties, so I'll only summarise them here.

- Mr D tells us that there were issues during a routine service of his boiler in April 2022 causing the boiler to become flooded with water.
- The next day another engineer advised new parts were needed and these were fitted a few days later.
- Mr D says the boiler periodically malfunctioned over the following months and there was frequently no hot water.
- Mr D says he turned on the heating around September or October 2022 and he continued to experience problems, so he contacted British Gas in October 2022.
- British Gas examined the boiler and recommended a power flush.
- Mr D didn't think a power flush would resolve the issue as the issues only arose following the service and repairs to the boiler.
- Mr D complained to British Gas about the service he's received and feels it should install a new boiler as he says they destroyed the boiler that had been covered since it was new 15 years ago.
- Mr D tells us he reluctantly replaced the boiler as British Gas hadn't fixed the problem.
- British Gas say an engineer visited in August 2022 and identified poor circulation and recommended the system have a power flush, but Mr D declined this. It offered Mr D £70 as a good will gesture for the inconvenience of the multiple visits.
- Mr D brought his complaint to this service.
- Our investigator didn't uphold the complaint. He felt British Gas should've done more to ensure the claim progressed smoothly but the £70 it had offered Mr D was reasonable. He noted expert opinion that a power flush could've resolved the issues, and even if it didn't the boiler was still repairable. So he didn't think it was fair to ask British Gas to pay for, or contribute towards the cost of a replacement boiler.
- Mr D remained unhappy and asked that an ombudsman decide his case.

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've reached the same outcome as our investigator, and largely for the same reasons.

Whilst I have some sympathy for Mr D and the inconvenience brought about by British Gas not being able to satisfactorily repair his boiler in April 2022 I have to decide this case based on the available evidence.

There is no dispute British Gas advised that a power flush was required, and no dispute that Mr D declined to allow British Gas to carry this out. There is a disagreement as to whether a power flush, which Mr D would've had to have paid for, would've fixed the issue with the boiler. I've considered what Mr D has said and what the technical team at British Gas have said. On balance, I'm more persuaded by the evidence British Gas have provided, and I've not seen any evidence that contradicts what British Gas has said.

I also note that British Gas would've attempted further repairs had the power flush not fixed the issues with the boiler. But it didn't have an opportunity to carry out the power flush or any repairs still required. And having been unable to carry out the remedies its engineers recommended it's not fair and reasonable to expect British Gas to pay for a new boiler.

Mr D refers to the terms and conditions of his contract with British Gas and says it states if they cannot fix a problem with the boiler or a component they will fix it. I've looked at the insurance section of the terms and conditions and under "*What's included*" it says:

*"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**; or*
- it caught fire or exploded, providing you gave us access to carry out your **annual service** within every **period of agreement***
- customers need to contact us if a third party has deemed a **replacement** is necessary before they replace it. We require the opportunity to assess and determine if a repair can be made before a replacement or a contribution to a **replacement** is provided"*

So even if I was persuaded by evidence that a power flush wasn't necessary. And British Gas had been unable to repair the boiler a replacement wouldn't have been covered by the policy as Mr D tells us it was 15 years old.

In the circumstances of this case I'm satisfied British Gas have acted reasonably and its offer of compensation for the distress and inconvenience it caused is fair.

My final decision

For the reasons above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 26 September 2023.

Martyn Tomkins
Ombudsman