

The complaint

Mr G complains British Gas Insurance Limited is responsible for him needing to purchase a new boiler.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my decision.

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 G had a HomeCare policy with British Gas for many years. The policy provided for an annual service and repairs for Mr G's boiler, amongst other things. In early 2023 Mr G reported a problem with his boiler. British Gas ultimately concluded the boiler couldn't be repaired, and Mr G purchased a new one.

Mr G complains British Gas is responsible for him needing to purchase a new boiler. I'm not satisfied that's the case. Mr G's boiler was last produced in 1995, and British Gas' records show it was installed in 1994, so it was 28/29 years old. This is significantly beyond the commonly considered life expectancy of a boiler, regardless of service history.

British Gas' records show Mr G was advised of the need to replace his boiler as far back as 2015, and that various repairs have been undertaken since then. And renewal documentation made clear parts were becoming difficult to source. It follows I'm satisfied British Gas was clear with Mr G the boiler would need replacing eventually.

British Gas was contacted on 22 January 2023 about a problem with the boiler. It attended the following day and completed a repair. Soon after the boiler broke down again and following further attendances British Gas said on 28 January 2023 the boiler couldn't be repaired. This was because a part was unavailable and rusty screws prevented access.

Mr G says his boiler should have been fixed because, in brief, the part could have been sourced on a well-known internet marketplace and the screws wouldn't have been rusty if the boiler had been serviced properly. He also says he sought input from third party engineers who said the boiler could be repaired.

I'm not persuaded by these arguments. I find it reasonable, and allowed for by the contract, for British Gas to not use unverified/unapproved parts. I find it was reasonable, and not contrary to the contract, for British Gas not to remove/clean all screws as part of each service. While a third party may do things differently, that doesn't mean British Gas erred.

I sympathise with Mr G having to purchase a new boiler at significant expense, but I'm not persuaded the replacement was required because of a failing on the part of British Gas. And

in any case, a replacement was always going to be needed eventually because of his existing boiler's age. It follows I'm not requiring British Gas to pay for the replacement.

British Gas accepted the customer service it provided could have been better between 22 and 28 January 2023. For example, there was an error with a booking, and a booking was rescheduled. It's agreed to pay Mr G £400 compensation in recognition of the distress and inconvenience he was caused. I find that fair and reasonable in the circumstances.

My final decision

I uphold this complaint and require British Gas Insurance Limited to pay Mr G £400 compensation, in total, in recognition of the distress and inconvenience he was caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 25 September 2024.

James Langford
Ombudsman