

The complaint

Mr O and the estate of Mrs O complain about the way in which British Gas Insurance Limited (BGIL) dealt with callouts and repairs under their HomeCare policy when their boiler broke down. They're also unhappy that BGIL didn't replace their boiler.

What happened

Mr O and the estate of Mrs O held a HomeCare Four policy with BGIL, which they've held for many years. Their boiler was fitted in April 2015 and came with a 12 month warranty. Following the expiration of that warranty, Mr O and the estate of Mrs O inceptioned a HomeCare policy to insure their boiler with BGIL. This policy renewed each December.

Mr O and the estate of Mrs O state their boiler has broken down at least 60 times since 2015. Over the years that they've been insured with BGIL, they've made a number of complaints about their boiler breaking down. They say the number of issues reported with their boiler indicates it isn't fit for purpose and should be replaced. BGIL has undertaken multiple repairs over the past decade. But it's declined to replace the boiler. It says the faults have all been different and the repairs it's undertaken over the years have fixed the issues reported each time.

From 2019 until 2024, BGIL says Mr O and the estate of Mrs O logged 5 complaints about their boiler. A final decision on jurisdiction has already been provided to Mr O and the estate of Mrs O, which explains that our service is unable to investigate historic complaints made them about the boiler breaking down and BGIL's refusal to replace their boiler.

On 25 September 2024, Mr O and the estate of Mrs O complained again to BGIL about the number of engineer repair visits that had been undertaken. They said they'd had to report further issues with their boiler, which had led to additional visits to repair the boiler. They wanted BGIL to replace the boiler.

On 8 January 2025, BGIL issued its final response to Mr O and the estate of Mrs O's complaint. It stated that the boiler manufacturer and engineers had attended Mr O and the estate of Mrs O's home to inspect their boiler. During the most recent visit, BGIL said the replacement of several boiler parts had been recommended. These parts had been fitted on 9 October 2024, which BGIL said had remedied the issues with the boiler as there were no further problems reported afterwards. It declined to replace their boiler but offered to compensate them £135 to recognise any shortfalls in the service they'd received.

Being dissatisfied with how BGIL proposed to resolve their complaint, Mr O and the estate of Mrs O contacted refer their complaint to our service. They wanted BGIL to replace their boiler and pay an appropriate award of compensation that recognised the number of breakdown callouts and boiler repairs.

Our investigator looked into Mr O and the estate of Mrs O's concerns as raised in their 2024 complaint. They empathised but didn't recommend upholding the complaint. They were persuaded that BGIL had acted in line with the policy in instructing engineers to attend Mr O and the estate of Mrs O's home each time a repair was reported. And, as they were satisfied

that a successful repair had been undertaken each time a fault with the boiler was reported, they didn't believe BGIL was required to replace the boiler.

BGIL accepted our investigator's view on the merits of Mr O and the estate of Mrs O's complaint. But they disagreed and requested an ombudsman decision. So, I've been asked the fairest way to decide this complaint.

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.

I'm sorry to hear about the difficulties Mr O and the estate of Mrs O experienced here in relation to their boiler. I can see how strongly they feel about this complaint and I appreciate the reasons why they've referred it to our service. However, while I sympathise, the issue that I must determine is whether BGIL made a mistake, or treated them unfairly, such that it needs to now put things right.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

I've read and considered all the information provided by Mr O and the estate of Mrs O and BGIL, but I'll concentrate my decision on what I think is relevant to decide the complaint. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is the right outcome.

I mentioned in the background to this complaint that Mr O and the estate of Mrs O have made complaints about their boiler breaking down historically. A jurisdictional decision has already been issued explaining that their historical complaints have been referred to our service out of time. I'd like to be clear that this decision relates only to the issues raised by Mr O and the estate of Mrs O about their boiler between BGIL's final response letter, dated 1 September 2023, and its final response letter, dated 8 January 2025. Mr O and the estate of Mrs O are referred back to my jurisdiction decision for further information about this.

Mr O and the estate of Mrs O's HomeCare Four policy provides cover for an annual boiler service, boiler and controls, central heating, plumbing and drains, home electrics and unlimited breakdown callouts and boiler claims. The terms and conditions of that policy outline in clear and unambiguous language how boilers repairs and replacements will be handled and settled. They state:

“What's included

All repairs to:

- *A single natural gas or Liquid Petroleum Gas boiler or warm-air unit in your property, that's designed for home use and has a heat output capacity up to 70kW;*
- *room-sealed flue up to one metre in length and the flue terminal;*
- *The controls that make the boiler work including the programmer, any thermostats – including Hive Thermostats (covering Hive Thermostat, hub and receiver) – motorized zone valves and central heating pump*

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 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"*

It's not in dispute here that there have been faults with Mr O and the estate of Mrs O's boiler between the period under consideration here - namely 1 September 2023 to 8 January 2025. Their reports of these faults have led to BGIL instructing engineers attending their home on seven occasions. The business records BGIL shared with our service confirm that these visits took place on 23 April 2024, 5 May 2024, 10 July 2024, 11 September 2024, 25 September 2024, 8 October 2024 and 9 October 2024.

Mr O and the estate of Mrs O say the number of visits and faults reported with the boiler caused significant distress and inconvenience because of the vulnerability of occupants within the home. So, family members had to be present during visits, which caused additional trouble and upset.

I acknowledge this frustration and recognise that seven visits over a period of just under six months may feel excessive. But the business records shared by BGIL indicate that, on the majority of occasions, when the boiler broke down it was for different reasons. Such reasons include issues relating to the boiler pressure, the heating and hot water turning off or an error message on the boiler where the heating or hot water was still working. There isn't any evidence to indicate that the issues were linked to previous repairs or boiler faults.

BGIL has provided cogent evidence to our service that persuades me that when engineers visited the home of Mr O and the estate of Mrs O between April and October 2024, they were able to order any replacement boiler parts that were needed and undertake repairs successfully. And, as the faults reported between that period were different in nature, I'm satisfied the recurrence of faults isn't a reflection of the workmanship of the engineers that attended the home of Mr O and the estate of Mrs O to repair their boiler.

In the overall circumstances, I'm satisfied that BGIL instructed engineers to visit the home of Mr O and the estate of Mrs O each time they reported a fault with their boiler. I'm persuaded BGIL's appointed engineers were able to offer advice and repair the boiler issues reported on each visit. There's no evidence that BGIL asked Mr O or the estate of Mrs O to pay for any callouts or repairs. It follows that I'm satisfied BGIL has fulfilled its policy obligations to offer unlimited breakdown callouts and boiler repairs.

Mr O and the estate of Mrs O want me to direct BGIL to replace their boiler. They believe it's only a matter of time before another fault arises with the boiler. But there's no evidence of any fault being reported since 9 October 2024, which is the date of the last engineer's visit to Mr O and the estate of Mrs O's home to repair their boiler. So, Mr O and the estate of Mrs O are speculating about what could happen to the boiler in the future. And I must assess the merits of this complaint based on what actually happened between 1 September 2023 and 8 January 2025.

I can appreciate why Mr O and the estate of Mrs O may want a replacement boiler here, particularly given the history of breakdown callouts and repairs. But the terms of their policy don't require BGIL to provide a replacement here. I'll explain why.

I've set out the policy terms that apply to replacement boilers. I'm satisfied those terms clearly explain that a boiler will only be replaced in specific circumstances where it can't be

repaired. I'm persuaded the boiler replacement criteria isn't met here. This is because, as I've already explained, BGIL has been able to repair each fault that's been reported when the boiler broke down. In such circumstances, BGIL isn't obligated to replace the boiler under the policy.

BGIL offered Mr O and the estate of Mrs O £135 in compensation to recognise their distress and inconvenience, which was caused by the number of callouts between the period that's under review under this complaint. I understand that some of that award was due to BGIL's delay in responding to the complaint made by Mr O and the estate of Mrs O.

As our investigator explained to Mr O and the estate of Mrs O, we don't have the power to look at how insurers deal with complaint handling – as it's not a regulated activity under the legislation that governs our service. So, even if I thought there was a delay in BGIL providing its response to Mr O and the estate of Mrs O's complaint, I wouldn't be able to reach findings about that or make an award as I can't act outside the law.

I've explained that the breakdown call outs in relation to boiler faults reported by Mr O and the estate of Mrs O during the complaint period under review here haven't been linked to one another. And they haven't arisen due to poor workmanship by BGIL's appointed engineers when repairing the boiler. So, I'm persuaded that, while it was inconvenient to have to continue to call BGIL out to repair the boiler, this wasn't because of an error it made.

Our service isn't here to punish businesses. When our service considers an award of compensation we look at the impact of a business' mistake on the consumer. I've explained that I haven't identified any error on the part of BGIL in how it's dealt with breakdown call outs to repair Mr O and the estate of Mrs O's boiler. I recognise these call outs caused inconvenience and frustration. And I'm satisfied, overall, that the £135 compensation offered by our BGIL to resolve this complaint is fair and reasonable. So, I won't be asking BGIL to increase the amount it offered here.

I understand that BGIL sent Mr O and the estate of Mrs O a cheque for £135 some time ago. They say they didn't present that cheque to their bank. So, it's likely the cheque has, by now, expired. BGIL should therefore arrange to make a new payment to Mr O and the estate of Mrs O as part of this final decision. That's all I'm going to tell it to do here to resolve this complaint. I'm not going to ask it to replace the boiler for the reasons already outlined.

I recognise that Mr O and the estate of Mrs O feel very strongly about the issues raised in this complaint and I've carefully considered everything they've said. But for the reasons outlined, I'm satisfied BGIL has acted fairly and reasonably here. So, I won't be upholding their complaint. This now brings to an end what we, in trying to resolve Mr O and the estate of Mrs O's dispute with BGIL, can do for them. I'm sorry we can't help Mr O and the estate of Mrs O further on this.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O and the estate of Mrs O to accept or reject my decision before 14 October 2025.

Julie Mitchell
Ombudsman