

The complaint

Mrs A and Mr A complain about British Gas Insurance Limited ("British Gas") for issues surrounding the installation and subsequent repair of their boiler. They want British Gas to replace their boiler with a new boiler.

What happened

Mrs A and Mr A purchased a boiler from British Gas in June 2015. This was to replace a previous boiler which had regularly malfunctioned.

After discussions with British Gas, Mrs A and Mr A chose a 30Kw boiler for their home.

They also had a HomeCare agreement with British Gas in place to carry out repairs and maintenance of the boiler.

Mrs A and Mr A's boiler has suffered underperformance issues and has required repair work on a number of occasions since installation.

Mr A and Mrs A's home has substantial demand on a boiler, including around 16 radiators and towel rails, and under floor heating. Mr A has observed that the boiler does not effectively heat the whole house, if all heating sources are run at the same time.

Mr A has remained on a HomeCare agreement throughout, and his premiums have increased over time to reflect that he has needed a number of call outs.

In August 2023, Mr A and Mrs A called out British Gas because the boiler was displaying an error code and was not running at its maximum rate.

During that appointment, the engineer commented to Mr A and Mrs A that the boiler was too small for the house and that he could not fix it to work at a higher rate. Mr A and Mrs A felt that this was recognition that the boiler could not be repaired, and so they think that the boiler should be replaced, as offered by their policy cover.

Mr A and Mrs A have been in regular contact with British Gas about this boiler, and the adequacy of the boiler, and he submitted a complaint. He felt that he had been misold the boiler in 2015, that he had been unfairly charged for repairs whilst covered by the boiler warranty, and that he felt that he should be provided with a replacement boiler.

British Gas responded to their complaint in April 2024. It disagreed that they had been misold the boiler and referred to a different engineer assessment which was that the boiler was sufficient for their home.

Mr A and Mrs A were not happy with this and contacted us.

One of our investigators has looked into this matter and set out her view to the parties. This was that we are unable to consider most of the substance of Mr A and Mrs A's complaint, but that British Gas has not acted unreasonably in respect of the area that we can consider. She therefore did not ask British Gas to do anything further.

Mr A and Mrs A did not accept that view and asked for an ombudsman 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.

Firstly, I sympathise greatly with Mr A and Mrs A. It is clear that they have spent a long time dealing with issues around their boiler and they have consistently felt that it is underperforming for their home. I can appreciate how frustrating that must be and why it must seem that something should be done about the suitability of the boiler.

I do, however, agree with my colleague and I do not uphold this complaint.

My colleague has previously explained to Mr A and Mrs A that parts of this complaint are outside of our jurisdiction. Specifically, the sale of the boiler, and Mr A and Mrs A's complaint that they were charged for parts whilst the boiler was under warranty.

The sale of the boiler was not a regulated activity, and was not ancillary to a regulated activity at that time and so was not within our jurisdiction. We therefore cannot look into the circumstances of the sale of the boiler or the advice that Mr A and Mrs A were given about the adequacy of the boiler.

My colleague also explained that we are not able to look at matters under the HomeCare agreement which were not reported to us within 6 years of occurring, or within 3 years of Mr A and Mrs A being aware of the issues.

Additionally, we are not able to look at matters which postdate the final response from the business (in respect of this complaint) and if further issues have arisen since that date, Mr A and Mrs A would need to complain again to British Gas.

This limits the issues that we are able to look at to a narrow window of time, from the call out under the HomeCare agreement in August 2023, up until the final response letter in April 2024.

Mr A and Mrs A have not disputed my colleague's conclusion on jurisdiction, but they remain unhappy about this.

I understand why they remain unhappy, but I agree with my colleague that this is the limit of our jurisdiction in this matter.

That does mean that what we can consider will be disappointing to Mr A and Mrs A as the sale of the boiler and the suitability of the boiler are really at the heart of this complaint.

Mr A and Mrs A strongly feel that they were misadvised and that the boiler has never been appropriate to their needs.

I understand that view, but I am not able to consider this further, other than as context for the parts of the complaint within our jurisdiction.

As my colleague set out, we are able to look at Mr A and Mrs A's insurance policy under the HomeCare agreement, and whether British Gas has acted reasonably in line with the terms of this policy.

This essentially is a question of whether the engineer's comment in August 2023, saying that

the boiler was not able to reach its maximum performance, meant that the boiler could not be repaired, and so it ought to be replaced under the terms of the policy.

I understand Mr A and Mrs A's view that it meant that the boiler was defective, and so should be replaced, but I do not agree.

My reason for this is that the job information for August 2023 and onwards, shows that the boiler was functional after and since the work done on it in August 2023.

The policy cover provides for a replacement boiler if the boiler meets age and continuous care criteria (which Mr A and Mrs A's boiler does) and if it cannot be repaired by British Gas.

I accept that the boiler performance may not be optimal for Mr A and Mrs A's home, both before and after the August 2023 visit, but by Mr A and Mrs A's account this is due to the adequacy of the boiler type, size and power for the current needs of the house, rather than a malfunction of the boiler or a fault which can be repaired.

I am unclear whether any of the demands of the home's heating have changed since the boiler was installed, but as the underperformance of the boiler was not due to a fault or damage within the boiler, it was not in need of repair. The boiler continued to deliver heating and hot water (albeit not meeting the needs of the home) after British Gas's attendance. I cannot say that it was broken and in need of repair.

I therefore do not consider that the policy cover, offering a replacement boiler, was engaged, and I agree that British Gas was not unreasonable in its refusal to replace the boiler under this cover.

I appreciate that this decision will be very disappointing for Mr A and Mrs A, and I sympathise with their frustration, but for these reasons I agree with my colleague, and I do not uphold Mr A and Mrs A's complaint.

My final decision

For the reasons given above, I do not uphold Mr A and Mrs A's complaint and I do not ask British Gas Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr A to accept or reject my decision before 28 October 2025.

Laura Garvin-Smith
Ombudsman