

## **The complaint**

Mrs M is unhappy with how British Gas Insurance Limited (British Gas) has dealt with a boiler issue on her home emergency policy during the annual boiler service. She's also unhappy that British Gas hasn't adequately provided the information requested and with the service it's provided.

Mrs M is being represented on this complaint by her son, Mr M. I will therefore refer to Mrs M and also Mr M, where relevant, in this decision.

## **What happened**

Mrs M has a home emergency policy (HomeCare Four) with British Gas, which includes cover for an annual boiler service.

In August 2023, an annual boiler service was due. An engineer attended and carried out the service. He said a part was missing from the boiler, which was obsolete and that the boiler should be turned off. The engineer recommended for the boiler to be replaced due to its age and as the parts were not all available.

Mr M made a complaint to British Gas. A second opinion was offered on 12 September 2023 and the engineer found that another different part was missing. This part was ordered, and British Gas tried to arrange for the engineer to visit the property and fit the missing part.

However, Mr M was unhappy as he said there were now two parts missing. He wasn't satisfied that only one part would be fitted as he worried about the safety of the boiler. The engineer spoke to the manufacturer who confirmed that the boiler could still be repaired with the one part that was available, and the boiler could safely operate without any risk.

Mr M asked for details of the boiler which were provided by British Gas. He said he didn't want to go ahead with fitting the one part until he received information from the manufacturer. An email from the manufacturer was forwarded by British Gas to Mr M in September 2023 confirming that the repair could be carried out as recommended by the British Gas engineer.

Mr M remained unhappy. Further attempts to contact Mr M were made and British Gas issued a final response in January 2024. The complaint was closed as British Gas didn't hear from Mr M and the boiler remained unrepaired.

In July 2024, Mr M contacted British Gas. The delay was due to a family bereavement. British Gas asked Mr M if he wanted the boiler repair to be carried out. In August 2024, Mr M said he needed to review the information and asked for the same information he had previously. British Gas sent a second final response dated 12 September 2024 as they didn't receive a further response from Mr M.

The final response confirmed the offer from British Gas to repair the boiler and for Mr M to contact it when he was ready to book an appointment.

Unhappy, Mr M brought the complaint to this service. Our investigator didn't uphold the complaint. She didn't think British Gas had treated Mrs M or Mr M unfairly.

Mr M disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

### **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 won't be upholding the complaint I'll explain why.

The key issues in dispute here are that Mr M says, during the annual boiler service in August 2023, it was noted that a part was missing. A second part was also noted to be missing but British Gas confirmed that the boiler could be repaired with one part as the other part was obsolete due to the age of the boiler. Mr M was unhappy that this wasn't noticed sooner by British Gas in previous boiler services, and he's not received an adequate explanation for this. He also says he wants confirmation from the manufacturer that the second part isn't needed for the boiler to be working safely.

The policy terms and conditions on page 10 sets out what is covered under the boiler and controls section. This states:

*'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.'*

British Gas has confirmed that it can repair the boiler by a British Gas approved engineer to ensure it continues to run safely and efficiently. It has attempted to contact Mr M several times to arrange a time for an engineer to attend the property to carry out the repair. I think therefore it has acted fairly and reasonably in attempting to get the issue resolved. Based on the information available, I'm satisfied that at this stage a new boiler isn't required. A replacement would only be covered if British Gas cannot repair it.

British Gas has confirmed on multiple occasions that its engineer is responsible for the repair, and they are approved to carry out the work. I note the manufacturer has also confirmed it is appropriate for the repair to go ahead as specified by British Gas as long as the relevant safety tests are carried out and passed.

Mr M wanted specific information from the manufacturer, and I can see a letter was sent to him on 17 October 2023. But Mr says the boiler was no longer safe and should be switched off. The whole system should be tested once the part is replaced and if it's not working safely or the part can't be replaced then a new boiler should be provided as a replacement.

Based on the information available so far, British Gas has said the boiler can be repaired and there's no evidence that this has been done. And until this is done and further checks are carried out, it's not unreasonable that the boiler isn't completely replaced. The policy

terms are also clear that a replacement will only be carried out if British Gas can't repair it. I'm satisfied that it's reasonable to allow for the repair to be carried out.

Regarding the information that Mr M would like directly from the manufacturer, I think British Gas has done enough in ensuring this information was provided to Mr M. Whilst it may not be exactly in the same way that he wants, I can't make British Gas responsible for this. I think the information adequately answers Mr M's questions. And if he requires further confirmation from the manufacturer, he has details of the brand and serial number of the boiler and it's reasonable that he makes direct contact himself to satisfy himself with any further queries he has. I'm looking at the actions British Gas has taken in resolving the issue with the boiler and the requirements against the policy. Having done so, I think British Gas has fairly dealt with the issues and provided a fair proposal to repair the boiler. I'm satisfied it's also in line with the policy terms and conditions.

Mr M asked why a specific part (flange) had been taken off but not noticed until August 2023. The letter dated 17 October 2023 confirmed the details Mr M required from the manufacturer about the boiler. The letter also explained that a new fan was installed in 2015, and the flange was taken off the old one and put onto the new one. And in 2021, the boiler test had passed but the engineer advised that the boiler was old. British Gas said it couldn't account for where the flange was now, but it had been in place in 2021. I understand that Mr M wasn't satisfied that his question about the flange had been adequately responded to. I appreciate that Mr M was hoping for an answer to explain exactly what happened. But I think British Gas has provided a reasonable explanation, and I think this is sufficient.

Ultimately, British Gas is responsible for repairing the boiler in the first instance. The claim hasn't progressed since August 2023 despite British Gas having made several attempts to arrange a suitable time for the boiler to be repaired. I think the current proposed solution to repair the boiler is fair and reasonable.

I've considered the service that British Gas has provided. I think it responded to Mr M's questions, it sent engineers to inspect the boiler, and it contacted the manufacturer to provide answers to Mr M's questions. It's also provided a fair proposal to carry out the boiler repair. British Gas hasn't caused delays, and it's responded to his complaints as it would have been expected to do so. For these reasons, I don't think British Gas has provided poor or inadequate service in the circumstances of this complaint.

Having taken everything into account, I'm not persuaded that British Gas has acted unfairly or outside the terms and conditions of the policy. I realise the strength of feeling Mr M has on this matter and I'm sorry to disappoint him. But it follows that I don't require British Gas to do anything further.

Should Mrs M and Mr M wish to now have the boiler repaired as proposed by British Gas, it remains for him to contact British Gas directly.

### **My final decision**

For the reasons given above, I don't uphold Mrs M's complaint about British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 13 January 2026.

Nimisha Radia  
**Ombudsman**