

## **complaint**

Mr B complains about the way British Gas Services Limited (British Gas) responded when his central heating boiler broke down and he called on British Gas for assistance under his home emergency policy.

## **background**

Mr B's central heating boiler was installed a number of years ago by a contractor other than British Gas. In July 2016 he took out a home emergency policy with British Gas. On 12 February 2017 Mr B contacted British Gas about a leak under his boiler. An engineer's appointment was arranged for 14 February. This was brought forward to 13 February when Mr B said he had no heating or hot water.

On 13 February, the engineer did some work on the boiler. But there were still faults present leading to high emissions. This made the boiler unsafe so the engineer turned it off. An engineer returned on 14 February and replaced the fan and condensing unit on the boiler as recommended by the boiler manufacturer. The faults still remained so he sought further advice. In the meantime British Gas left a fan heater at the house as it was aware Mr B's father was elderly and bedridden.

On 15 February another engineer attended. He found that the inner flue had split, causing the high emissions. He ordered the parts required to complete the repair and said he would return the next day. When he did, he found Mr B had arranged for another contractor to attend, who was in the process of removing the old boiler and fitting a new replacement boiler. So he left without doing any further work.

Mr B complained that British Gas had spent three days without resolving the problems during which time he and his father were without heating and hot water. He thought British Gas's engineers didn't know what they were doing, and his father was left frightened and confused by the poor work quality and failure to repair the heating. He wanted British Gas to compensate him by paying the £1,200 it cost him to have the new boiler fitted.

British Gas didn't accept Mr B's complaint. It said its engineer had tried to repair the boiler. When that was unsuccessful he sought advice from the manufacturer and his line manager, and replaced the parts suggested by them. Further investigation revealed the split flue, but Mr B arranged for another contractor to replace the boiler before British Gas could complete its repairs. As British Gas wasn't given the opportunity to finish the repair, it wouldn't pay for the replacement boiler.

Our adjudicator didn't recommend that this complaint should be upheld. She thought that British Gas was still making reasonable attempts to repair the boiler when Mr B decided to buy a new one.

She said that Mr B's policy provided, in some circumstances, for British Gas to pay the cost of a replacement boiler if it was:

- less than seven years old; or
- between seven and ten years old, installed by British Gas, and covered by a British Gas policy since installation.

She said Mr B's boiler was more than ten years old, so he wasn't entitled to a replacement boiler under the policy terms.

Mr B didn't accept the adjudicator's recommendation. He produced evidence that his boiler was installed in 2008, so was between seven and ten years old.

However, the adjudicator pointed out that it wasn't installed by British Gas, and he only took out his British Gas policy in 2016. So Mr B wasn't entitled to a replacement boiler under the policy terms, and she didn't think in the circumstances we could fairly ask British Gas to cover the cost of the replacement boiler.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I understand the concern of Mr B and his father that British Gas's engineers weren't able to find what was wrong with their boiler more quickly and restore their heating and hot water. So they arranged for someone else to install a new boiler.

British Gas did attend promptly when Mr B contacted it. The fault proved difficult to pin down, even after consulting the boiler manufacturer and other colleagues. During this time the boiler couldn't be left on because of the risk from emissions. British Gas's engineer did pinpoint the fault on 15 February 2017, and arranged to return and complete the repairs the next day. But Mr B then took matters out of British Gas's hands by arranging for someone else to fit a replacement boiler.

In these circumstances I agree with the adjudicator that British Gas acted reasonably in trying to repair Mr B's boiler in accordance with his policy. I don't think the time it took to identify the fault was excessive in the circumstances. And because the boiler was eight years old, wasn't installed by British Gas, and Mr B's policy was only taken out in 2016, the policy terms don't require British Gas to pay for a replacement boiler.

All in all, I don't think I can reasonably require British Gas to pay, or contribute to, the cost of the new boiler.

### **my final decision**

My decision is that I don't uphold this complaint, and make no order against British Gas Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 19 June 2017.

Lennox Towers  
**ombudsman**