

## **complaint**

Mrs J is complaining that British Gas Insurance Limited hasn't fixed her boiler after she claimed for damage on her home emergency insurance policy.

## **background**

Mrs J had a home emergency insurance policy through British Gas which she renewed each year. Under the terms of the policy British Gas also serviced the boiler each year.

In December 2017 Mrs J said that she heard a noise in her kitchen and found sparks coming from the boiler. She said there was then a crackling/banging noise and the electrics then tripped out. An engineer came to look at the boiler the following day who explained that the boiler needed two parts replacing – a heat exchanger and flue manifold.

Mrs J took photographs of the boiler which she says shows extensive rust, corrosion and splash marks inside the boiler. However the engineer said that, while he could get a replacement heater exchange, there weren't any replacement flue manifolds available and they'd stopped being made. So he said he couldn't fully repair the boiler. As he thought the boiler was unsafe, he capped it off. Mrs J said this meant they didn't have any hot water or heating just days before Christmas.

British Gas told Mrs J that if she could find a replacement flue manifold part herself it would fit it for her. Mrs J was able to find a second hand part. So she called British Gas to explain this and it sent an engineer to fit the part. But the engineer said that he wouldn't fit it because it was second hand.

British Gas gave her a quote for a new boiler which she thought was excessive, even with a £700 discount. She says she wasn't in a position to pay to replace the boiler at that point which she says meant she was without heating or hot water for a number of weeks. She says they had to borrow electrical heaters which she says would have increased their heating bill. She's since replaced the boiler at her cost.

She holds British Gas responsible for what's happened. She says she's been told that the damage to the flue manifold (a large hole) would have developed over a long period of time. So she thinks that British Gas should have noticed this when it did the previous annual service. She also thinks the terms of the policy say that British Gas should pay to replace the boiler. In particular she's raised the following points.

1. The policy says that British Gas will fit a replacement part she sourced. So she says it should have fitted the part she obtained;
2. The policy says that British Gas' engineer visually examine and check the boiler, it's flue and ventilation. It says they will disassemble the boiler and clean/repair it if necessary to make sure it is in safe and good working order. But she says it didn't do that;
3. The terms of the policy say British Gas will provide a replacement boiler if it can't repair it or if it explodes. She says that the boiler exploded, so British Gas should have replaced it. She says British Gas told her this only covers gas explosions. But she says the policy doesn't say that. So she thinks this means it should have offered her a replacement boiler.

British Gas maintains that it couldn't repair the boiler. And it says the policy doesn't cover a new replacement. But it accepts it should have handled the claim better and it paid her £125 in compensation.

Our investigator didn't uphold the complaint. She didn't think there was anything to show that British Gas should have noticed the damage beforehand. She also didn't think the policy provided a replacement under these specific circumstances.

Mrs J didn't agree, so the complaint's been passed to me to decide.

### **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've decided to not uphold this complaint and I'll now explain why.

Mrs J says British Gas should have either repaired the boiler or replaced it under the terms of the policy. But I don't agree. I'll deal with each part separately

#### *should British Gas have repaired the boiler?*

There's no dispute that a replacement flue manifold wasn't available. Neither British Gas nor Mrs J were able to source a new replacement part. So it wasn't possible to replace the part. It also wasn't possible to repair it.

Mrs J is unhappy that British Gas wouldn't fit the second hand part she sourced, despite initially saying it would. However, the terms of the policy say that it would only fit a replacement part that the customer sourced if the part's approved. British Gas doesn't fit second hand parts and I can understand why it wouldn't want to do so. But it shouldn't have initially said that it would fit it and I can understand why Mrs H is unhappy about this. But Mrs J hasn't lost out because of that. And British Gas has paid her £125 in compensation for this, which I think is fair.

Mrs J has also said that she's been told the damage would have been developing over around 18 months. So she says British Gas should have discovered the damage sooner. I haven't seen anything to say that was the case. But even if it had discovered the damage sooner, Mrs J would have still been in the same position. British Gas wouldn't have been able to replace the part then because I understand the part hasn't been available for many years. So she still would have had to pay to replace the boiler.

I can understand her frustration that the boiler wasn't repairable. But that's because, due to the age of the boiler, the manufacturer had stopped making some of the replacement parts. I can't hold British Gas responsible for that.

#### *does the policy provide for a replacement boiler?*

Mrs J has said that the policy provides for a replacement boiler where the boiler isn't repairable or where it's damaged by an explosion. So she thinks British Gas should provide a replacement boiler for both of these reasons.

While the policy does provide for replacement boilers, this is only where either the boiler was less than seven years old or it was between seven and ten years old, British Gas installed it and it's been continuously covered by British Gas under either a warranty or homecare agreement. But I understand Mrs J's boiler was older than that. So she doesn't qualify under this.

I note that Mrs J says the boiler exploded. But I haven't seen anything to show that. The policy doesn't define what it means by what it by 'explosion'. So I need to think whether a 'reasonable person' would think Mrs J's boiler exploded.

Mrs J told us that the boiler was sparking and making noises. And it then there was a loud crackling/banging noise and the electrics tripped. But I don't I can say that the boiler 'exploded', but merely had an electrical failure. And the policy doesn't provide for a replacement boiler in those circumstances. So I can't say that the policy covers a replacement boiler in this case.

I naturally sympathise that Mrs J and her family were left without a functioning boiler. But I can't hold British Gas responsible for that because I think it's just an unfortunate outcome from the failure of a boiler that was more than ten years old.

As I said, British Gas has already paid Mrs J £125 in compensation for the trouble and upset it's caused. And I think that's fair in the circumstances of this particular case.

### **my final decision**

For the reasons I've set out above, I think the £125 in compensation that British Gas Insurance Limited has offered Mrs J is fair in the circumstances of this particular case. I understand that it has already paid this. But it should pay it to Mrs J directly if it hasn't done so. I make no further award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 21 July 2018.

Guy Mitchell  
**ombudsman**