

## **complaint**

Mr G complains about the service provided by British Gas Insurance Limited following claims he made on his home emergency policy.

## **background**

Between September and December 2015, Mr G called British Gas out to repair his boiler on six occasions. Each time, an engineer came out and repaired the boiler. It wasn't always possible to repair it the same day; sometimes parts had to be ordered before the repair could be completed.

Mr G contacted British Gas again in January 2016. He said his boiler didn't turn on when he adjusted it and his flat was cold as he had no heating. An engineer attended the next day and did a temporary repair. The engineer said a new part was needed and came back a few days later to complete the repair. He then tested the boiler for leaks and found none.

Mr G complained about the service provided. British Gas paid him a total of £170 for his complaints about repairs and for poor service by the call centre. It also refunded £14.64 he'd paid for some parts. But Mr G wasn't happy with this. He said the number of breakdowns – seven in four months – showed his boiler was beyond repair and should be replaced. He also said British Gas didn't provide alternative heating when the boiler wasn't working, and should compensate him for this.

British Gas disagreed and said it wouldn't provide a new boiler as it could still obtain parts and carry out repairs. So Mr G complained to this service.

Our adjudicator thought it would be reasonable for British Gas to replace Mr G's boiler; it had attended eight times to carry out repairs, but despite this the boiler continued to break down with similar faults.

British Gas didn't agree that it should replace Mr G's boiler and requested an ombudsman decision. Among other things, it said:

- Mr G's boiler had five faults in 17 months, which wasn't excessive;
- although Mr G reported a further problem in March, the boiler was working and no fault was found;
- it offered to visit again and check for leaks but Mr G refused this;
- it offers heaters where possible, but this isn't part of the policy – it only had a limited number of heaters and could only offer them when available;
- the policy is for repair and maintenance and a new boiler will only be provided in certain circumstances;
- the adjudicator suggested the boiler should be replaced as it would cost more to repair than replace it, but it wasn't clear how this was calculated;
- to date, repairs had cost around £500 and a new boiler would cost between £1,640 and £1,840 (assuming it is a straight swap, with no extra pipe work needed);
- replacing the boiler wouldn't solve the problem – the system was losing pressure, but there was no visible leak in the boiler, so the leak must be somewhere else in the system.

Mr G said:

- he was never offered heaters;

- he hadn't refused a visit to carry out leak detection – British Gas had only called him very recently to arrange this and he didn't wish to accept this offer until he'd received our final decision;
- his boiler was still losing pressure;
- the policy isn't simply for repair and maintenance – it does allow for a new boiler to be provided.

I issued a provisional decision in April, saying I didn't intend to uphold Mr G's complaint. I said that under the policy terms, British Gas will repair Mr G's boiler if it breaks down. If an engineer can't repair the boiler immediately because parts are needed, British Gas will get the parts from its own stock or, if it doesn't carry the parts, do all it reasonably can to get them from somewhere else. The policy terms also say that where a boiler is less than seven years old, British Gas will replace it with a new boiler if the parts needed for a repair aren't available, or if it would cost more to repair the boiler than to replace it.

I said it would be upsetting to have no heating or hot water, and it was worse in this case because Mr G needs to have hot water and heating due to a medical condition. But British Gas had explained that repairs were done correctly each time he called. Sometimes it took a few days to complete the repairs, but only because it had to order parts. It said the ongoing problem was due to a leak, but the boiler itself isn't leaking, so there must be a leak somewhere else in his system.

In my view, British Gas had taken reasonable steps to repair the boiler. From the information provided, it was able to order parts for the boiler, and a replacement would be more expensive. So I didn't think it would be reasonable to require British Gas to provide a new boiler.

British Gas had offered to send an engineer to check Mr G's system again for leaks. I thought it would be reasonable to carry out that check; if it identified a leak in the system, that might help identify what could be done to avoid further problems.

I said that under the policy terms British Gas didn't have to provide heaters for Mr G. Although there were some issues with the service British Gas provided, I thought the compensation it had offered was reasonable and no further payment was needed.

### **developments**

Mr G has provided further comments in reply to my provisional decision. In summary, he says:

- British Gas has said he's refused visits, but he hasn't had any appointments offered;
- although British Gas did another check for leaks and couldn't find a leak in the system, the boiler pressure still drops every two or three weeks;
- it's clear British Gas can't repair his boiler despite many attempts;
- a new boiler of the same type would only cost about £670.

British Gas says it hasn't done a further check for leaks recently, but will arrange another check. When it last checked the system no pressure issues were found.

### **my findings**

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

my provisional decision don't persuade me to reach a different conclusion, so I won't be upholding the complaint. I'll explain why.

In my judgment, the key points are whether British Gas can do repairs to Mr G's boiler or – as Mr G says – the boiler can't be repaired and British Gas should replace it.

As I explained in my provisional decision, the policy terms say that British Gas will replace Mr G's boiler if the parts needed for a repair aren't available, or if it would cost more to repair the boiler than to replace it. If Mr G thinks the boiler can't be repaired, or repairs would cost more than a new boiler, it's for him to provide evidence of this. Although he's given some information about what a new boiler might cost, Mr G hasn't provided independent evidence that the problems are due to a defect in the boiler that can't be repaired, or that repairs would cost more than a new boiler.

I appreciate that Mr G still seems to be having problems. But on the information provided, I'm satisfied that British Gas is able to carry out repairs. Mr G says the boiler is still losing pressure. British Gas disagrees, but says if there is a problem this must be due to a leak somewhere else in his system, not in the boiler itself. Although Mr G doesn't agree with this, he hasn't provided evidence from another engineer contradicting what British Gas has said. As it stands, there's no expert evidence of a leak in the boiler itself. British Gas says it recently carried out a visual check on the system. Mr G says he was expecting a more detailed leak detection. Although there seems to have been some confusion about this, British Gas has told Mr G it will arrange a leak detection test. That seems reasonable.

On the evidence I've seen, I'm not able to conclude that there is currently a fault in the boiler that British Gas has been unable to fix, or that any repairs would be more expensive than a new boiler. So I don't think British Gas should have to replace it.

### **my final decision**

For the reasons given, I don't uphold Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 6 July 2016.

Peter Whiteley  
**ombudsman**