

complaint

Mr A is unhappy with British Gas Insurance Limited's handling of a claim he made under his homecare policy.

background

In February 2018, Mr A had a problem with his boiler and he called British Gas to make a claim under his homecare policy. The first engineer said they needed to order some new parts. However, after these were fitted, the problems with the boiler continued and Mr A says it kept switching on and off.

Mr A says all in all, nine engineers came out to inspect the boiler but were unable to fix the problem. And it was faulty was during a period of very bad weather, making it difficult for him and his wife to manage without heating and hot water.

The engineers recommended Mr A had a new boiler fitted, but Mr A has said that he couldn't afford to replace the boiler. One engineer told Mr A that there were some parts that could potentially help repair the boiler. But they would take two weeks to arrive, and even then there would not be any guarantee the boiler would be repaired. Mr A asked British Gas to provide him with a quote for a new boiler. They prepared this and then offered to reduce the price by £700. Mr A decided, at this point, to borrow the money from a family member and have a new boiler installed by a third party. He's told us he paid less than the discounted price quoted by British Gas.

British Gas accepted the service it had offered Mr A wasn't acceptable. They accepted its engineers had made a number of visits and caused delays as a result of parts not being in stock. It originally offered him a payment for the trouble and upset he'd experienced. But on reflection if thought the amount initially offered wasn't sufficient and sent a cheque for £400. But it didn't think it was required to pay for a new boiler under the terms of the policy. Or give him the £700 it offered to reduce its quote by.

Mr A asked one of our investigators to look into what happened. She did so and thought British Gas' offer for trouble and upset was appropriate. She explained why she didn't think British Gas was responsible for paying for and installing a new boiler in Mr A's home, or that it needed to give Mr A the £700 they'd quoted as a discount. Mr A wasn't happy with this so this complaint has been passed to me.

my findings

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

Mr A has told us about the significant impact being without heating and hot water had on him and his wife. It impacted them in a number of ways given the particularly bad weather experienced at the time. Mr A and his wife were up during the night, so being without heating and hot water was especially difficult during this time.

Mr A was also of the view the boiler could have been replaced rather than repaired. It seems, from looking at the information on the file, that it was difficult to identify the fault because it was an intermittent fault. When the fault was identified, it took longer than Mr A would have liked for the parts to be obtained, and a key factor here was that the boiler

ceased to be produced in 2007. And, given its age, obtaining parts took a little longer than it might have in other circumstances. However, I haven't seen anything which suggests British Gas could have obtained the parts any sooner than they did, or they delayed the fitting of the parts after they arrived.

Under the terms of Mr A's policy, British Gas weren't required to meet the cost of replacing his boiler. As far as I can see, they might have been required to do so under the following terms:

"What's covered

*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 British Gas under either a warranty or HomeCare agreement*
- Or, it caught fire or exploded, providing you gave us access to carry out your annual service every year since we first covered you..."*

British Gas has said the boiler ceased production more than 11 years ago. So, I don't think, on this basis, we could say that British Gas were responsible for replacing the boiler under the above criteria. The boiler wasn't less than 10 years old, so didn't meet the criteria set out in the first two bullet points. And it didn't catch fire or explode.

Mr A asked British Gas to give him a quote for a new boiler. They did so, and then offered to reduce the cost by £700. Mr A decided this was more than he was able to spend and therefore arranged for a third party to fit a new boiler. The amount Mr A paid was less than the discounted price offered by British Gas. Like the investigator, I think it was Mr A's choice to have a new boiler fitted, and he paid less than he would have if British Gas had supplied and installed it. I can't see that Mr A had incurred any financial loss as a result of British Gas' actions because it was his decision to have a new boiler fitted. And, on this basis; I won't be recommending they pay him the £700 he asked for.

However, it's clear this matter has a significant impact on Mr A. He and his wife were without heating and hot water for a long period of time during some bad weather conditions. British Gas has accepted that it could have done more for them, which is why it offered to pay them £400 in recognition of the trouble and upset experienced. I have thought carefully about all that Mr A has told us about his personal circumstances. But, while I accept they were experienced a very difficult time while the boiler was not working, I think the payment offered by British Gas is a fair reflection of this. I'm not going to recommend British Gas increase their offer. Mr A didn't cash the first cheque so if he now wants to accept that offer, he can contact British Gas directly.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 May 2019.

Emma Hawkins
ombudsman