

## **complaint**

Mr L complains about the service he received from British Gas Insurance Limited under his home emergency insurance policy.

## **background**

Mr L complained to BG about this matter. And, being unhappy with its response, he complained to this service.

Our investigator thought Mr L's complaint shouldn't be upheld.

Mr L disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

## **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 not to uphold Mr L's complaint and I'll explain why.

Mr L says BG attended when he reported that his boiler had broken down. He says the engineer told him he needed a new fan, but it couldn't be fitted because previous repair work had damaged the back plate of the boiler. So, he says the engineer deemed his boiler to be beyond economical repair.

Mr L also says he's spent around £4,000 having a new boiler installed. He says he's unhappy about this because he believes his boiler could've been repaired if BG engineers who repaired it previously hadn't damaged it. And he says he was left without heating for about a week before the new boiler was fitted.

In addition, Mr L says although BG contributed £700 towards the cost of his new boiler, he thinks it should pay half of the cost, in the circumstances.

BG says the reason Mr L's boiler couldn't be repaired wasn't due to the actions of previous BG engineers. It says the age and resulting wear and tear of the boiler meant the new fan wouldn't seal properly, which would leave it unsafe. And it says the parts needed to repair this issue were obsolete, meaning a new boiler was needed.

BG also says, although replacement of the boiler wasn't covered under Mr L's policy, it gave him a £700 discount off the cost of a new boiler.

I understand Mr L's boiler was around 25 years old. And I've noted BG's explanation that it needed to be replaced because the parts required to repair it were obsolete, rather than because of any damage caused by previous BG engineers. I also note BG had previously advised Mr L during service visits that he should consider replacing his boiler, due to its age.

I acknowledge Mr L says he would've wanted to plan the replacement of his boiler in advance, rather than being faced with having to spend a large sum of money at short notice and being left without heating for a period of time. But I don't have enough information to conclude it's most likely his boiler needed replacing when it did due to any damage caused

by BG engineers during previous maintenance work. And I think the discount of £700 BG gave him off the cost of a new boiler was reasonable, in the circumstances.

So, for these reasons, I can't uphold Mr L's complaint.

**my final decision**

I don't uphold Mr L's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 7 March 2018.

Robert Collinson  
**ombudsman**