

## **Complaint**

Mr and Mrs C are unhappy with the conflicting information they received from British Gas Insurance Limited (British Gas) regarding a replacement part on their boiler.

## **Background**

Mr and Mrs C have a Homecare plan with British Gas. The policy provides cover for the boiler, controls and central heating including an annual service, plus repairs to plumbing, drains and home electrics.

On 8 November 2017, Mr and Mrs C reported a fault with their boiler. A British Gas engineer attended on 9 November to inspect the fault and carry out the repair. He advised the fault was with the electrics and a replacement part would be needed. On 4 December, an engineer went to Mr and Mrs C's home and said the boiler needed a new circuit board, but it was out of stock so the part was ordered. On 13 December, British Gas spoke to Mr and Mrs C prior to a planned visit and said it couldn't get hold of the part and it was obsolete. They were told to order the part themselves and British Gas would fit it. As Mr and Mrs C had taken time off work for an engineer to visit, but the visit was pointless without the part, British Gas sent Mr and Mrs C a cheque for £30 for the inconvenience caused.

Mr and Mrs C weren't happy and spoke to a service manager. He confirmed the part was obsolete but if Mr and Mrs C bought a reconditioned part British Gas would fit it. An engineer visited Mr and Mrs C in January 2018 with a part, but it turned out to be a faulty part that hadn't been properly recorded. The engineer again wasn't able to fix Mr and Mrs C's boiler, but left them with a heater.

Mr and Mrs C complained in writing on 4 January 2018 and chased British Gas for a response on a couple of occasions. On 29 March, British Gas responded. It reviewed what had happened and apologised for the service it had provided. In recognition of this, it offered Mr and Mrs C a total of £178 which included four payments of £22 for the monthly premium they would still have had to pay for the cover and £90 for the inconvenience caused. It also said it would reimburse Mr and Mrs C for the cost of buying heaters and using additional electricity if they could provide proof of this.

Mr and Mrs C didn't agree with British Gas and brought the complaint to this service. They say the boiler hadn't been replaced and they weren't happy with the offer of £178 as it amounted to £1 a day since the incident was reported.

Our investigator looked into the complaint and upheld it. She thought an offer of £550 was fair given how long Mr and Mrs C were without heating over a very cold winter. This was in addition to the £178 offered by British Gas.

Mr and Mrs C accepted the investigator's opinion. British Gas didn't agree with the recommended offer of £550 and asked for an ombudsman to make a decision. At the same time, it accepted it could have done better and instead offered an additional £100 to reflect the confusion over the part and the delays.

I issued my provisional decision on 27 September 2019. I explained I thought British Gas had overall dealt with Mr and Mrs C's complaint fairly.

I thought British Gas acted reasonably in not replacing Mr and Mrs C's boiler, as it was more than ten years old. I also felt British Gas had discussions with Mr and Mrs C, before and after the breakdown, about the need to replace their boiler.

I accepted British Gas could have been better at communicating with Mr and Mrs C, particularly in relation to the replacement part. But I also felt the total amount of £278 offered by British Gas to reflect the poor service it provided was reasonable. I noted that British Gas offered to consider the cost of heaters and increased electricity bills, if Mr and Mrs C provided evidence.

Mr and Mrs C have responded. They disagree with my provisional decision. In summary they say:

- They didn't receive anything in writing from British Gas to say their boiler was old and needed to be replaced, or that the part needed was obsolete;
- They question why British Gas continued to take premium payments from them; and
- British Gas admitted they could have done better.

British Gas accepted my provisional decision and has nothing further to add.

### **My findings**

I've re-considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, and for the reasons set out in my provisional decision, I still think the offer made by British Gas is fair and reasonable.

I agree with Mr and Mrs C that British Gas didn't tell them in writing their boiler needed to be replaced. But I'm satisfied from the notes of engineers' visits over the years they were told of the need to replace their boiler. I understand Mr and Mrs C regard these conversations as casual, but I'm persuaded British Gas has done enough to let Mr and Mrs C know their boiler needed to be replaced. It was Mr and Mrs C's choice not to replace it while it was still working, which I understand.

Mr and Mrs C asked why British Gas continued to take premium payments if they could not repair their boiler. It seems to me that until the breakdown in 2017 British Gas had been able to service and repair Mr and Mrs C's boiler. It was only at that time that it was unable to get a new part, as it was obsolete. The amount British Gas agreed to pay to Mr and Mrs C included premium payments from the time of their claim. So I think British Gas correctly took premium payments, but acted reasonably in refunding them when it was unable to repair Mr and Mrs C's boiler.

British Gas could have done better, which it has recognised. It didn't communicate clearly about the replacement part, and this led to delay and frustration. But the real problem was that Mr and Mrs C's boiler was old and it was no longer possible to get replacement parts to repair it. I'm satisfied British Gas' engineers made Mr and Mrs C aware of the fact their boiler was old and needed to be replaced. I understand and appreciate Mr and Mrs C went through a difficult period and they were left without heating which no doubt caused distress and inconvenience. But overall, having considered everything, I'm satisfied the amount of £278 British Gas has offered to them fairly reflects the errors made in the circumstances of this complaint. As such I don't think British Gas needs to do anything further.

### **My final decision**

For the reasons set out above, I think the £278 offer made by British Gas Insurance Limited to Mr and Mrs C is fair and reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 28 November 2019.

Nimisha Radia  
**ombudsman**