

complaint

Mr R complains about the number of repairs to his boiler under his insurance policy with British Gas Insurance Limited (British Gas).

background

Mr R holds a HomeCare Insurance policy with British Gas. In 2010 British Gas installed a new boiler at Mr R's property. This was done on a chargeable basis and not under an insurance policy.

Mr R complained to British Gas about the number of repairs carried out to his boiler over the years, and requested his boiler be replaced under the policy. As British Gas is able to carry out repairs to the boiler and it is working it declined Mr R's request.

Mr R brought his complaint to this service. One of our adjudicators did not uphold his complaint. They felt that British Gas had fulfilled its obligations in line with the policy terms and conditions, and did not think a replacement boiler should be provided under the policy. Mr R did not agree. He accepted British Gas had carried out repairs in line with the policy, but considered its marketing material to be false. The matter has therefore been passed to me for 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 am not upholding this complaint, for the same reasons as the adjudicator.

The terms and conditions of the policy state:

"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"***

I have looked at the repair visit history of the boiler and can see a number of repairs have been carried out over the years. The amount of repair visits are, in my opinion, above average. But, that doesn't mean the boiler and the policy aren't fit for purpose. Some boilers will require more repairs than others by sheer chance. For me to decide that a boiler is so poor that it needs replacing rather than repairing I would need to see a very large amount of proof from a qualified gas engineer that the boiler had an ongoing underlying problem. I haven't seen proof of that in this case.

The heat exchanger has been replaced fairly frequently, and three appointments have taken place to diagnose faults and repairs for this, which is more than I would expect. However, British Gas has offered to carry out further investigation work to identify if there is an underlying issue causing this, which Mr R declined.

Mr R would like his boiler replaced. This would not be done under the policy as British Gas is able to source parts for the boiler and carry out repairs. This is what it obliged to do under the policy.

The boiler would only be replaced under the policy, if it was under 10 years and British Gas was unable to repair it.

Mr R has made reference to British Gas' marketing literature and how its promise to *keep your home warm and* working is not being met. While I appreciate his comments, this does not form part of his contract of insurance. The marketing literature would be considered in conjunction with the policy terms and conditions, not independent of it and I can't make a decision in this case based on a general marketing campaign.

my final decision

I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 23 November 2018.

Christopher Tilson
ombudsman