

complaint

Mr C has complained British Gas Services Limited won't pay for the costs of replacing his boiler which he'd covered under their care agreement.

background

Mr C took out a boiler care agreement with British Gas in 2013. After the first annual service was completed that November, British Gas told Mr C the parts for his boiler hadn't been produced for more than ten years. Mr C was advised to consider getting a new boiler.

Mr C asked for someone to come out in November 2015 to complete the latest annual service. The previous service had been completed in February 2015. An engineer called round but couldn't complete a service as the pressure was too high. A visit took place the following day. During that visit a seal was broken and the boiler was capped so Mr C and his young family were without heating. A further repair was attempted the day after with a new part being ordered until British Gas realised no new parts were available.

Three days after the boiler was out of action, British Gas offered Mr C some fan heaters, although there was also a gas fire in the home. Mr C complained about what was happening as he believed the reason his boiler was broken was British Gas' fault.

Mr C ended up buying a new boiler which was fitted in December. By that stage he'd been without heating and hot water for more than 10 days. British Gas gave Mr C a discretionary discount of £700 off the cost of a new boiler as he was a service customer. They also offered him a refund of his annual care agreement (including the cost of his annual service) amounting to £281.05 as well as £75 for the inconvenience caused. Mr C didn't feel this was sufficient and brought his complaint to the ombudsman service.

After investigation, our adjudicator felt this offer was fair in the circumstances. Mr C didn't agree and asked an ombudsman to review his complaint.

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 don't believe there's any doubt Mr C's boiler was aged and parts were no longer available. The evidence shows Mr C was told this at the time of his first service in 2013. Although I believe he felt he was told after the service early last year that his boiler was in reasonable working order. He was understandably trying to delay buying a new boiler with the expense this would involve.

Overall I believe it was inevitable that sooner rather than later Mr C's boiler would need replacing. However I can see from British Gas's customer notes, the seal – which needed replacing and caused the boiler to be switched off – broke through a combination of degrading through age and being removed by the engineer. And I am satisfied Mr C thought British Gas planned to repair the seal and get his boiler working again. British Gas don't dispute it took them a few days to confirm, as previously stated, they weren't going to be able to repair Mr C's boiler. They don't know why they gave Mr C the wrong advice.

I don't believe British Gas were responsible for the overall condition of Mr C's boiler as I think it was always going to need replacing. This is why I don't think it's fair they pay back the costs of replacing the boiler. However I can see this wasn't properly explained to Mr C and he was left without sufficient heating through a cold period in November. British Gas agreed it would have been helpful if their engineer had offered additional heaters before the weekend, even though this wasn't a contractual requirement under Mr C's boiler care agreement.

Mr C has also complained the money British Gas offered is insufficient. And I agree.

I don't think the offer of £75 is enough nor does it take into account the impact this had on Mr C and his young family. I've already told British Gas I feel this should be increased to £200. They didn't agree with me and I have carefully considered the points they've made but I've not changed my mind. It's worth stating if I thought the failure of Mr C's boiler was British Gas's fault I would be looking at a much higher amount for the trouble having no heating or hot water caused Mr C and his family.

British Gas also offered Mr C £281.05 as a rebate for the costs of his care cover. I believe this is reasonable. As no parts were available British Gas say they were unlikely to carry out repairs to the boiler which their agreement seemed to offer.

I know Mr C is upset about the cost of the new boiler he bought from British Gas. He feels he had no choice but to go with them as they were able to fit a new boiler promptly, whilst other suppliers couldn't. I can see why he's upset but I believe this is a separate contract. I can reassure him I've not taken into account the discount he was given on getting his new boiler fitted when I decided what fair redress was. I appreciate this was his view too.

my final decision

For the reasons I've given, my final decision is to instruct British Gas Services Limited to pay Mr C £200 for the trouble he had when his boiler wasn't working. They should also pay him back £281.05 as a rebate of his agreement costs if they've not done this already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 May 2016.

Sandra Quinn
ombudsman