

The complaint

Mr G complains about the way British Gas Insurance Limited dealt with a claim on his home emergency insurance policy. He says appointments were cancelled, repairs were not done correctly and as a result he had to buy a new boiler.

What happened

British Gas attended Mr G's home on various occasions between April and September 2023 to deal with problems with his boiler. The visits included:

- 14 April: The boiler was leaking and parts needed to be ordered. Mr G was given a quote for a new boiler but wanted the parts ordered and the boiler repaired.
- 24 April: A visit was due but the appointment was cancelled and rescheduled for 28 April. The parts had not arrived but the engineer noted that the boiler wasn't leaking, and the heating and hot water were working.
- 5 September: Mr G said he had no heating or hot water, and a fault was displaying on the boiler. An appointment was booked for the following day. During that visit, the engineer advised that the PCB was damaged due to a leak and ordered the part. The PCB was fitted on 7 September.
- 11 September: A leaking manifold was replaced.
- 14 September: A pump, heat exchanger and flow and return pipes were fitted.
- 18 September: The engineer advised that the flue seals had gone, causing the boiler to shut down. They explained the flue isn't covered under the policy.

Mr G contacted British Gas again on 6 October 2023 and said he'd had a new boiler fitted. He was told everything would be passed to the complaints team to review. Mr G said he wanted compensation of £1,800 - the cost of all the parts ordered back in April 2023, which hadn't been fitted.

On 12 October 2023, British Gas said it had arranged an appointment to deal with a faulty immersion heater but Mr G said he'd had this sorted and wanted to be reimbursed the cost of £108.

British Gas offered £250 compensation and said it would reimburse £108 for the immersion heater but Mr G didn't accept this offer.

British Gas issued a final response to Mr G's complaint with an increased compensation offer of £350. The compensation has since been paid, though Mr G did not accept that this resolved his complaint.

When Mr G brought the complaint to our Service, he said:

- British Gas messed up his boiler and this meant he had to pay £3,800 for a new one;

- it fabricated the findings in its final response letter; and
- the compensation offered is nowhere near enough for all the errors, failed repairs, missed appointments and all the time he had to take off work.

Our investigator said the compensation paid by British Gas was fair and she didn't think the complaint should be upheld. She said the evidence indicated the later problems with the boiler were caused by the flue, British Gas had explained why that hadn't been apparent earlier, and there was no independent evidence showing why he needed a new boiler.

Mr G disagrees. He says the engineers didn't know what they were doing and British Gas should pay £1,800, the cost of the parts ordered in April 2023 but not fitted, since that would have solved the problem. And he says he spent £3,800 on a new boiler because an independent engineer told him he needed one; he wouldn't have spent that money otherwise.

As no agreement has been reached, I need to make a decision.

What I've decided – and why

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

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; provide guidance and support a customer through the claim; and not unreasonably reject a claim. They should settle claims promptly.

The policy provides cover for repairs to Mr G's boiler. British Gas made some visits in April 2023 but then didn't hear from Mr G again until the end of August. It says after replacing some parts it then found a further problem with the flue. The policy terms are clear that repairs to the flue are not covered. So if that was what was causing the boiler to fail, it wasn't something Mr G could claim for under the policy.

The crux of Mr G's argument is that British Gas made numerous attempts to fix the boiler but couldn't do so and in the end he was forced to spend a lot of money on a new boiler. To uphold the complaint on this basis, I'd need to be satisfied it was failings by British Gas that left Mr G needing a replacement boiler.

I can appreciate Mr G's frustration that he continued to have problems with his boiler. But British Gas has explained that it replaced various parts in order to get to the root of the problem. It then found an issue with the flue. The parts replaced between April and September 2023 were internal water carrying parts. The flue is different – an external pipe that removes exhaust gases – and readings had not shown any problems with this until September. And it's not covered by the policy.

British Gas had said to Mr G that if he had a report from another engineer showing the issue wasn't with the flue it would consider that. Mr G hasn't provided any independent evidence about this. The evidence we have indicates the later problems with the boiler were caused by the flue. Mr G doesn't have any independent evidence to contradict that or showing why he needed a new boiler.

In these circumstances, I'm not satisfied Mr G had to replace his boiler as a result of something British Gas did wrong.

British Gas has acknowledged there were some errors in the information given in its final response. And there were issues with the way the claim was handled. Some appointments

were missed, Mr G had to take time off work unnecessarily and this was frustrating and upsetting for him. But British Gas has paid compensation of £350 in respect of this. It also gave a refund of premium and didn't charge the usual excess of £60. Taking all of these circumstances into account I think the compensation is fair.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 29 March 2024.

Peter Whiteley
Ombudsman