

The complaint

Mr D is unhappy that British Gas Insurance Limited (BG) failed to repair his boiler over the course of a year.

What happened

Mr D had a HomeCare Four boiler policy with BG. He had already raised a complaint with BG about its failure to repair his boiler and that matter had been settled. I won't be addressing that further here.

A few months later, Mr D reported to BG that he had a problem with his boiler again. Over the next eight months, BG attempted repairs to Mr D's boiler on around 12 different occasions until it identified and repaired the fault.

Mr D complained about the time it had taken and the number of appointments needed to identify and fix the fault. BG apologised and paid £50 by way of apology. However, Mr D didn't think the payment was enough because:

- the engineer said the fault was identified six months earlier;
- Mr D had to buy heaters to warm his home;
- he incurred additional electricity costs using the heaters;
- Mr D and his wife had to reschedule appointments to fit in with BG appointments, and
- they were often without hot water and heating.

Our investigator upheld Mr D's complaint. She thought BG had taken too long to fix the boiler and that it would've caused significant inconvenience to Mr D, especially as it was aware of his vulnerability. Our investigator thought that compensation of £200, in addition to the £50 already paid, was reasonable.

BG didn't agree. It acknowledged the inconvenience that repeated engineer visits would've caused and increased its offer of compensation to an additional £100. But it didn't think £200 wasn't warranted.

The complaint was passed to me to decide.

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.

I've decided to uphold Mr D's complaint for broadly the same reasons as our investigator. I'll explain.

When Mr D brought his complaint to our service, his boiler was working. So my decision is about whether BG handled his claim fairly over the eight month period that his boiler was broken.

Mr D reported the boiler fault to BG in the earlier part of the year and its engineers visited on three consecutive months. After a four month gap, during mainly summer months, BG attended on six further occasions before it repaired the boiler.

I've looked at the policy to see whether BG handled Mr D's claim in line with the terms and conditions. The policy says:

"What is insured?"

- *Unlimited repairs to your gas central heating system, including boiler and controls and gas supply pipe"*

So, I'm satisfied that BG's repeated attempts to fix the boiler were in line with the terms.

I've also noted that the terms and conditions state:

"Making repairs":

If the fault is related to one we've fixed for you in the last twelve months, then you won't have to pay an additional excess or fixed fee. Our engineer will use their expert judgement to decide whether a fault is related to an earlier fault or not."

The focus for me, here, is that the engineer will use their expert judgement to determine whether a fault is related to an earlier one. That's because, in the engineer's notes from when the boiler was fixed, the engineer refers to the repair done six months earlier. It appears that the leak was identified then, and BG carried out, what seems to be, two identical repairs. But it's clear that the repair hadn't fully fixed the problem, and that meant Mr D's boiler broke down again, leading to loss of hot water and heating during winter months.

BG rightly says it didn't cause the fault, and the benefit of the policy is that it will carry out a repair. But I don't think it's reasonable that the same type of repair needed to be done on more than one occasion, and I don't think Mr D would've expected it to take as long as it did. Given his vulnerability I think BG could've done more to make sure it completed a lasting repair to his boiler much sooner.

Overall, I'm satisfied that the evidence shows BG could've repaired Mr D's boiler sooner than it did. BG accepts that its service fell short on this occasion, but it thinks compensation of £100, in addition to the £50 already paid, is enough. I don't agree. Mr D is a vulnerable customer and he was left without heating and hot water during winter months. While I realise BG wasn't responsible for the boiler breaking down, it was responsible for fixing it in line with the terms of the policy. I also realise the policy doesn't say how quickly BG should complete a lasting repair, but I think it's reasonable to assume that eight months, and 12 appointments, is too long. I'm satisfied that an additional award of £200 is fair in the circumstances.

My final decision

For the reasons given above, my final decision is that I uphold the complaint. British Gas Insurance Limited must:

- pay Mr D £200, in addition to the £50 already paid, by way of apology for the time taken to fix his boiler and for the inconvenience and upset he experienced as a result.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 8 December 2020.

Debra Vaughan
Ombudsman