

## **The complaint**

Mr L is unhappy at how British Gas Services Limited dealt with a boiler repair under a home emergency policy.

## **What happened**

A British Gas engineer visited Mr L's property on 1 January 2020 to fix a boiler breakdown. But the boiler wasn't fixed, and Mr L was told it'd need to be replaced. British Gas quoted around £4,000 for a replacement boiler. But, on 12 January, Mr L had the boiler fixed by an independent plumber at the cost of £50.

Between 1 and 12 January Mr L and his family were in a property without proper heating. And he had to take his mother-in-law, who was staying with him while she was recovering from cancer treatment, to another family member 85 miles away, as she couldn't stay in an unheated property in the middle of winter.

Mr L has complained that British Gas told him that his boiler couldn't be repaired and needed to be replaced, when this wasn't the case. British Gas upheld his complaint and offered £150 compensation - £100 to cover the mileage for two trips to take and bring back his mother-in-law, and £50 to cover the cost of the boiler repair.

Mr L didn't think that he'd been properly compensated for the two weeks without heating, and for the stress caused by the situation. So he's brought his complaint to the Financial Ombudsman Service for us to investigate.

Our investigator said the compensation British Gas paid for Mr L's expenses – the mileage and the boiler repair – was reasonable. But she also thought British Gas should also compensate him for the distress and inconvenience they caused.

She said Mr L had caring responsibilities for an elderly relative, who was recovering from a serious medical condition, and had the inconvenience of having to make two long round trips as a result. She also said that Mr L and his family had to spend two weeks without heating during winter. So she thought British Gas should pay Mr L an additional £100 to compensate him for this.

British Gas didn't agree with the investigator. They felt the £150 they'd already offered was reasonable in the circumstances, but they were prepared to increase this by £50 – and not by the £100 recommended by the investigator. Mr L didn't accept British Gas's proposal, so this matter has been passed to me to make a final 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.

Having done so, I have reached the same overall conclusions as the investigator, and for broadly the same reasons. I've focused my comments on what I think is relevant. If I haven't

commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

The basic facts of this matter aren't in dispute. Given the age of Mr L's boiler, British Gas have been recommending a replacement for some time. But this was because of its age, efficiency and because some parts were obsolete. So, when the engineer visited on 1 January 2020, and a part was replaced which didn't fix the fault, the engineer was reluctant to investigate further in case another part which was obsolete had failed, so the repair couldn't be completed. Instead, they quoted for a replacement boiler.

Had British Gas investigated further, and if they'd discovered that an obsolete part had failed, then Mr L would've been in the same position – British Gas had already told him the boiler, which wasn't working, couldn't be repaired and needed to be replaced. So I don't understand the engineer's reluctance to investigate further. Because, if the engineer had investigated further, they would've found that the boiler could be repaired easily and cheaply – this is what the independent plumber found.

British Gas have said that *"regrettably, {Mr L} didn't give us the opportunity to see if other repairs could be made."* After being told that the boiler wasn't repairable by British Gas, and that he had to pay for a replacement instead, I fully understand why Mr L wouldn't call British Gas out again and ask them to try and fix the boiler again.

And I understand why, when the independent plumber said the boiler could be repaired immediately for £50, Mr L didn't ask British Gas to come and fix it instead – he'd already been without heating for 12 days and he now had the option of having the heating fixed straight away or waiting a further period of time without heating before British Gas could come out to his property again. And I'm glad to see that British Gas have reimbursed the cost of the repair as this is something I'd expect them to do.

But Mr L was left in a home without heating for 12 days, in the middle of winter, as a direct result of British Gas's actions. And when the boiler could be quickly and easily repaired, I consider this to be unacceptable. While British Gas have compensated Mr L for the direct costs of the impact this had on Mr L's mother-in-law – they've covered the cost of the mileage to get her to and from a place where she could recover from her medical condition – this doesn't cover the impact that living in an unheated home had on Mr L and his family. And I agree with the investigator that British Gas should compensate him for this.

British Gas have said they left Mr L with a fan heater. While this may be suitable for a short period, for example overnight while parts are being ordered, I don't consider a single fan heater to be a reasonable alternative to a fully heated house for 12-days in winter. So I don't consider this to be suitable compensation.

### **Putting things right**

I've no doubt that this was a very stressful time for Mr L, given the circumstances. The investigator has recommended a payment of £100 to recognise this. I think a payment of £100 is a fair one and in line with what I would direct in similar circumstances. So, I direct British Gas to pay Mr L £100 in recognition of the impact he's experienced.

### **My final decision**

For the reasons explained above I uphold Mr L's complaint. British Gas Services Limited must follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or

reject my decision before 29 September 2020.

Andrew Burford  
**Ombudsman**