

The complaint

Mr and Mrs B complain about the service they received from British Gas Insurance Limited (BG) under their home emergency policy.

What happened

Mr and Mrs B had a policy with BG that covered their heating system for breakdowns, repairs and included an annual service. They experienced issues with their boiler from May 2019 until around March 2020. They contacted BG on a regular basis for engineer visits as their boiler kept breaking down. During some of the visits, the engineers changed the printed circuit board and gas valve. But unfortunately this didn't stop the breakdowns.

In February 2020, the boiler broke down again and on that occasion the BG engineer recommended that the boiler manufacturer attend to examine it. The engineer told Mr and Mrs B that the boiler manufacturer would contact them to arrange a date to attend. But this didn't happen.

Mr and Mrs B contacted BG to find out what had happened, to be told via the online chat agent that the engineer would contact them, this also didn't happen. They contacted BG again and another online chat agent told them that the engineer was on his way to them. But that engineer didn't turn up. So, Mr and Mrs B contacted BG again to try and resolve the situation but again were not successful in their efforts.

Mr and Mrs B continued to experience issues with their boiler until March 2020 when the boiler manufacturer attended and repaired the boiler. Since then Mr and Mrs B haven't experienced any issues with the boiler. But they raised a complaint with BG due to the poor level of service they experienced.

In its final response, BG said that it had followed the manufacturer's instructions and the issue with the boiler wasn't as a result of the electrodes. That it had replaced parts in the boiler and those parts had come directly from the boiler manufacturer. So, the reason for the fault with the boiler was because of a defective part supplied by the manufacturer, which BG couldn't be blamed for.

BG had booked the boiler manufacturer who should've contacted Mr and Mrs B. This wasn't done as per the process, which BG said wasn't its fault. BG apologised for the confusion regarding the webchats.

Mr and Mrs B were not satisfied with BG's explanation and referred their complaint to this service as they felt that BG had failed to adequately diagnose the issue with their boiler. And that the service plan wasn't fit for purpose, so they wanted compensation for the inconvenience caused.

Our Investigator didn't uphold their complaint. He said that:

- BG apologised for the mis-information it gave
- Attended each time that a fault was reported with the boiler within a reasonable timescale. So it acted in accordance with the terms and conditions and there was nothing further he could reasonable ask it to do.

Mr and Mrs B didn't agree with our investigator's view as they felt that BG had failed to carry out adequate diagnosis of the issues with the boiler, were untruthful and offered them a poor level of service. So they asked for a decision from an ombudsman.

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 considered the complaint and I thought the complaint should be upheld in part. I issued a provisional decision on 30 November 2020 and asked both parties to send me anything else by 30 December 2020. In my provisional decision I said:

Having done so, I'm minded to uphold this complaint in part, by awarding compensation for the trouble and upset caused to Mr and Mrs B.

My role is to determine whether BG has been reasonable in its dealings with Mr and Mrs B. In doing so I have considered both parties comments, the work history and reviewed the terms and conditions of the policy. The main aspect of this complaint is whether BG failed to adequately diagnose the issues with the boiler and secondly, whether the service Mr and Mrs B received was poor.

Mr and Mrs B had taken out a policy that allowed for unlimited repairs including an annual service. It isn't in dispute that they called BG out several times. I have reviewed the job history and comments made by BG and I can see that in May 2019 it noted that the boiler breakdown was caused by intermittent pressure loss and not as a result of a faulty printed circuit board (PCB).

But in October 2019, when the boiler next broke down, the engineer contacted the manufacturer for assistance with the issues, who advised the engineer to change the PCB, which was done the following day. The next breakdown in December 2019, was due to leaks and BG concluded that this wasn't as a result of a faulty PCB.

In January 2020, two visits were made. The issues identified with the boiler, related to the gas valve and were not linked to any PCB issue. It wasn't until February 2020, that BG contacted the manufacturer as it couldn't resolve the issue with the boiler.

BG has said that its technical helpdesk had reviewed the breakdown appointments and it has confirmed that the engineers who attended carried out the correct diagnostic tests to establish the fault with the boiler. When the engineer was unable to resolve the issue with the boiler, the manufacturer was contacted who then resolved the issues. Without any expert evidence to suggest that BG hadn't adequately diagnosed the issues with the boiler, it isn't possible for me to conclude that this is what has happened here.

Mr and Mrs B understanding was that the problem with their boiler were faulty electrodes. I have asked both parties if the manufacturer left a written report with details of what the issue was with the boiler and details of its repair. Neither party has provided this evidence as both

say that the manufacturer didn't leave one. So, I must decide this point on the evidence before me. BG has said that the issue with the boiler was the PCB and after the manufacturer had replaced this part, the boiler worked without any further issues.

Mr and Mrs B said that it was the electrodes that were the issue and that they didn't have any other evidence such as photos or the faulty electrodes themselves. They said the manufacturer wouldn't leave them. But as the electrodes belonged to Mr and Mrs B, I think that there would be no reason for the manufacturer to retain them.

BG instructed the manufacturer to carry out the assessment and repair of Mr and Mrs B's boiler which is what it did. BG said that it was the PCB that was faulty, and it was replaced. So without a report or expert evidence to the contrary, I can't say that the PCB wasn't the part replaced.

BG has apologised for what it says was some confusion regarding the webchats. But Mr and Mrs B detailed the poor level of service they said they received from BG that included members of staff not properly dealing with their enquiries, the misinformation from the webchat agents and delays in receiving any information regarding the manufacturer not contacting them. I think that Mr and Mrs B were inconvenienced by BG, and I think that it is right that it should recognise the trouble and upset that it caused. So I'm minded to award compensation of £100 in this regard.

Overall, BG acted in accordance with the terms and conditions of the policy by attending each time Mr and Mrs B reported an issue with their boiler. But I do think that Mr and Mrs B experienced a poor level of service, which BG should put right.

Putting things right

Responses to my provisional decision

BG had nothing further to add to the provisional decision.

Mr and Mrs B had nothing further to add about the proposed award of compensation but did want BG to answer the following questions:

'(a) Since replacement, the boiler has functioned normally. In which case perhaps British Gas can tell us what they say the issue was?

And

(b) As British Gas were not present when the engineer identified the fault, how are they able to comment on what the issue was?

If British Gas are confident enough to make assertions as to cause, perhaps they can tell us the basis upon which those assertions are made?'

As mentioned in the provisional decision, BG had said that the PCB was faulty and that was replaced. So as far as it was concerned this was the issue with the boiler. If Mr and Mrs B want further information regarding this, then they are at liberty to obtain this information directly from BG.

Given that both parties have not raised any objection to the level of compensation proposed, I am satisfied that this is a fair and reasonable amount given the poor level of service that Mr

and Mrs B experienced. Overall, BG did comply with the terms and conditions of the policy but its customer service was lacking and I award £100 compensation to acknowledge this.

My final decision

For the reasons I have explained, my final decision is that I uphold Mr and Mrs B's complaint, in part.

To put matters right, I direct British Gas Insurance Limited to pay compensation of £100.

British Gas Insurance Limited should also pay interest on the amount above, at a rate of 8% simple a year from the date of payment, to settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 13 January 2021.

Ayisha Savage
Ombudsman