

## The complaint

Mr S has complained that British Gas Insurance Limited (BG) damaged his boiler when undertaking a first service after he'd taken out a HomeCare policy with it and he had to pay another engineer to fix it.

I've previously issued a provisional decision in this case. In response to this I received further comments from BG which I've taken into consideration, and to which I'll refer below.

## What happened

The background to this complaint has been provided in our investigator's view so I won't repeat it in detail. In summary, Mr S maintains that BG's engineer, when conducting a first service of his boiler, damaged it and said it was broken. Mr S says that the boiler was working fine before BG's engineer visited. He had to pay an independent engineer £200 to get it working again as soon as possible as BG couldn't come to do a repair for four days. The fault was a disconnected cable.

Mr S wants BG to reimburse him the £200 he had to pay his own engineer and for loss of earnings for his wife who had to cancel a work commitment, and to pay him compensation for distress and inconvenience.

BG denies that its engineer was responsible and argues that the boiler was broken before he arrived. It says that its engineer's report states that he attended between 14:00 and 15:15 on 25 September 2019. He reported as follows:

*"Coded no ch/hw on arrival, clearances not met, flue not sealed AT RISK, Passed to Com".*

BG says it therefore declined to cover Mr S's boiler because of a pre-existing fault, which it was entitled to do by virtue of the following provision in its HomeCare policy:

*"If we find it's not on the approved list or it has a pre-existing fault, we'll either:*

- Tell you what needs to be done to fix it – and how much it will cost*
- Offer you a different product or level of cover*
- Or, cancel your agreement or product"*

Mr S's policy had cost him £264. BG asked him if he wanted to continue with the policy minus the cover for his central heating, which it says represented £174 of the total premium. This would leave Mr S with cover for plumbing, drains, and home electrics. Mr S declined this, so BG refunded him the full £264 he'd paid BG. The policy had been taken out on 17 March 2019, so Mr S would've received approximately six months of cover.

As Mr S wasn't satisfied with BG's refusal to reimburse to him what he'd had to pay another engineer to fix what he says was BG's fault, he brought his complaint to this service. Our investigator didn't consider that there was any evidence to support Mr S's claim that the boiler was working before BG's engineer arrived and therefore that it was BG's engineer who was responsible for the cable becoming disconnected and the boiler ceasing to work.

Mr S didn't agree with our investigator's view so his complaint was passed to me. I issued a provisional decision upholding Mr S's complaint. Having received comments from BG in response to this I'm now able to issue my 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.

I'm maintaining my provisional decision to uphold Mr S's complaint and I'll explain why.

There's a lack of evidence to support either the fact that the boiler was working before BG's engineer's visit, but not afterwards, or the fact that it was already broken before he arrived. I believe this to lie at the heart of the complaint. In such circumstances, I have to make a decision on the basis of the balance of probabilities - what I think is more likely than not to have happened.

I consider it more likely than not that Mr S's boiler was working before BG's engineer arrived. I've come to that view having taken account of the following:

- Mr S made an appointment with BG for his first service on 20 September. This was some six months after he'd taken out the policy, and under the policy this service should've taken place within 42 days of that date, but I don't consider that has any relevance in this case. The appointment was arranged for 25 September. So there was a five day gap between the making of the appointment and the appointment date. BG has provided a note dated 20 September which states "All OK" and another dated 25 September timed at 06.51 which states "All Off". It relies on these to support the engineer's documented comments that there was no central heating or hot water on his arrival at 14.00. But BG hasn't explained how this record came to be made before the engineer's arrival, or why Mr S would've contacted BG ahead of the engineer's arrival to report that his heating and hot water were off, but then later to say that they were working before the engineer arrived, and then to have raised a complaint via web chat.
- When BG's engineer visited and declared that the boiler wasn't working and told Mr S that another BG engineer wouldn't be able to come to fix the problem until 29 September, Mr S says he couldn't go that long without heating and hot water because he had a family including young children.
- I consider it unlikely if his boiler hadn't been working when he made his appointment on 20 September, that he'd have been prepared to wait for five days for a BG engineer to come on 25 September when he wasn't prepared to wait for four days for a BG engineer to come to fix the boiler on 29 September. Mr S was prepared to pay an engineer at emergency rates to get his boiler working again, such was the importance of having hot water restored as soon as possible.
- In response to our investigator's view, Mr S has said that when BG's engineer arrived, Mrs S had been in the bath. I think it more likely than not this was hot, and not cold.
- Mr S says his engineer identified that the problem was a disconnected cable. BG has said in its response to my provisional decision that Mr S hadn't provided any substantiation of the work carried out by his engineer to evidence that the problem was a disconnected cable. However the engineer's invoice confirms that it was for

the fixing of loose electrical cable. On the other hand, BG's engineer didn't provide any information as to why he thought the boiler might not be working, so there's nothing to contradict what Mr S's engineer has said. I have no reason to believe that the invoice from Mr S's engineer doesn't accurately reflect the work he did.

- Mr S says that his engineer identified the loose cable as being the reason for the boiler not working in about a minute. So it would appear that this was reasonably obvious. When BG's engineer attended, he was there for 75 minutes. If Mr S's boiler hadn't been working when BG's engineer arrived, I consider it surprising that for the duration of his visit he didn't notice a disconnected cable. BG has said that as this was a First Service visit a thorough check of the whole system is carried out which supports the length of time for which the engineer was in attendance, during which he found a number of faults which rendered it not suitable for BG to take under contract. Yet I consider it surprising that something as obvious as a disconnected cable wasn't noticed.

I therefore consider it more likely than not that Mr S's boiler had been working until BG's engineer arrived, and that there's no other reasonable explanation for the boiler then not working other than something that BG's engineer did. I don't consider that Mr S acted unreasonably in employing another engineer if BG wasn't able to send another engineer for four days, leaving Mr S and his family without hot water.

As a service, we tend not to make awards based on loss of earnings. But we can award compensation if we consider that the upset and inconvenience suffered by a customer is more than the normal inconvenience people suffer when something goes wrong. In this case, I don't consider that the inconvenience they suffered was of such a degree as to merit compensation. They would have had to have accommodated BG's visit. That is a normal inconvenience for which we wouldn't generally award compensation. And they were able to get hold of another engineer that same evening. So I think the inconvenience, trouble and upset would've been relatively minor.

Because of the issues it identified with Mr S's boiler, BG wasn't prepared to take it under cover. As Mr S didn't want to maintain a policy with reduced cover, BG therefore refunded his premium in full. This reflects the fact that BG will no longer be providing the cover that Mr S paid for. BG has argued that this refund offsets what Mr S had to pay his own engineer. I don't consider that's fair. As I've found that BG was responsible for the failure of Mr S's boiler, I don't think it reasonable that Mr S should suffer the financial detriment of having to pay for it to be repaired. I therefore consider that BG should reimburse this £200 cost to Mr S.

### **My final decision**

For the reasons I've given above I'm upholding Mr S's complaint and I require British Gas Insurance Limited to reimburse to him the £200 he had to pay to his own engineer.

I also require British Gas Insurance Limited to pay interest on this sum at the simple rate of 8% a year from the date Mr S paid his engineer's invoice to the date payment is made to him.

If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr S how much it's taken off. It should also give him a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

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

reject my decision before 28 January 2021.

Nigel Bremner  
**Ombudsman**