

## The complaint

Miss H complains about the service provided by British Gas Insurance Limited (British Gas) under her home emergency policy.

## What happened

Miss H held a home emergency policy with British Gas that provided repairs in the event of breakdown or damage to the boiler, central heating system and plumbing and drains. The policy also included an annual service of the boiler.

In December 2020 the boiler in a flat looked after by Miss H broke down. Miss H arranged for a British Gas engineer to visit the flat to repair the boiler. On the day of the appointment Miss H was contacted by British Gas and told that due to other, emergency calls the engineer would not be able to attend as scheduled. Miss H contacted British Gas and was told that an engineer would visit later in the day, but subsequently the tenant of the flat contacted Miss H to say that they had been contacted by British Gas and told that the engineer would not be visiting. The visit was re-scheduled for the following day.

When the engineer went to the flat Miss H says that he refused to inspect the boiler because he was unable to move an adjacent washing machine to gain access. Miss H was told that to move the washing machine would be a health and safety risk to the engineer. Miss H was unhappy at this because access to the boiler had not previously been a problem for British Gas engineers. But she was able to contact the owner of a neighbouring flat, who then moved the washing machine to provide access. The first engineer had, by that time, left and a second engineer attended later the same day and repaired the boiler.

Subsequently, in January 2021, Miss H contacted British Gas to enquire about replacing the boiler. It had been installed by British Gas some 14 years previously and had been subject to numerous repairs over the years. Miss H thought that as it had been installed by British Gas, and she had experienced problems with it over the years, it would be replaced by British Gas free of charge. However, she was told that under the terms of her policy, as the boiler was more than ten years old then British Gas would contribute a discount of £200 towards the cost of a new boiler.

Miss H was unhappy at this offer and complained to British Gas. She asked for £700 in compensation, partly to be put against the cost of a new boiler and partly for the inconvenience she had suffered during the repair of her boiler in December 2020. British Gas acknowledged that Miss H did not receive the standard of service that it felt she deserved as a customer and initially offered £200 in compensation in December 2020.

Miss H was unhappy at this offer, and in their Final Response Letter later in December 2020 British Gas increased its offer to £300 in compensation. On the issue of access to the boiler, British Gas noted that health and safety and other regulations had changed over the time since the boiler was installed, and that for any subsequent visits Miss H would have to arrange for free access to be made beforehand. In respect of a new boiler, British Gas noted that as a home emergency policy customer Miss H was entitled to a £200 discount off the cost of a new boiler.

Miss H was unhappy at this offer, and the service she had received from British Gas, and complained to this service in January 2021.

Our investigator concluded in the circumstances British Gas's offer of £300 was sufficient for the distress and inconvenience suffered by Miss H. The investigator noted that this service can only look at the distress and inconvenience suffered by the policyholder, rather than that which may have been suffered by the tenant of the flat.

Miss H disagreed with the investigator's conclusions and requested an ombudsman review the complaint. I've noted that in disagreeing, Miss H stated that she felt £1,000 would be appropriate by way of compensation.

### **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.

My role here is to decide whether British Gas has acted fairly towards Miss H.

The main element of Miss H's complaint is the poor service provided by British Gas when repairing the boiler in the flat. This was a combination of failing to keep to scheduled appointments once arranged, as well as the issue about access needing to be provided by Miss H when it had not previously been an issue. Miss H is also unhappy at the offer made in respect of replacing her boiler following the repair.

Looking at the first element, making the appointment and then it not being kept, it is understandable that at times of greater demand for appointments, such as we would expect in colder periods, there may be a short period between the fault occurring and an appointment being scheduled. I also recognise that British Gas has to balance demand from customers facing emergencies that are seen as more immediate priorities. For example, where the customer may be vulnerable. However, Miss H had to contact British Gas several times on the day of the first scheduled appointment and was told that an engineer would be attending that day. This is poor service, and British Gas have accepted in their responses to Miss H's complaints that the service provided fell below the standards that Miss H would have expected to receive.

On the second element, I've noted that when it was re-scheduled to the following day, the first engineer would not repair the boiler because access to it had not been provided. I recognise that Miss H had to spend time and effort to provide the access, after which the repair was completed by a second engineer. I've noted that access had not previously been an issue. British Gas have said that changes in health and safety and other regulations have meant that access requirements are now different to those that applied in the past. I've noted from the terms and conditions of Miss H's policy that applied at the time of the breakdown contain the following statement under the heading '*Getting access and making good*':

*"...cover up to £1,000 including VAT for getting access and making good but this does not apply to the boiler which should be readily accessible for inspection and maintenance in accordance with the boiler's manufacturing guidance."*

While this condition is clear, I think that any change in the access requirements may not have been made explicit to Miss H, and therefore may not have been obvious. I've concluded that British Gas should have made this clear in advance of the scheduled visit, thus avoiding the problems that resulted.

Regarding the issue of a replacement boiler, I've noted that British Gas had advised this on previous visits. Boilers do have a limited lifespan, and over time will become more likely to require repair. Additionally, replacement parts will become more difficult to obtain, particularly as models go out of production. In making her complaint, I've noted that Miss H thought that as it had been installed by British Gas, and she had experienced problems with it over the years, it would be replaced by British Gas free of charge. I've looked at the terms and conditions of Miss H's policy regarding the circumstances under which a replacement boiler would be provided. The policy states, under the heading *'What is insured'*:

*"Boiler replacement if we can't repair it and it is less than 7 years old (or less than 10 years old if we installed it and have covered it ever since."*

This indicates that replacement would only be provided within those time periods and if the boiler cannot be repaired. As Miss H's boiler was 14 years old at the time of the breakdown, and it was able to be repaired, then it's clear that a replacement would not be provided under the terms of the policy. That Miss H's boiler has needed repair on several occasions during its life doesn't indicate that British Gas are obligated to replace it. And the primary purpose of the home emergency policy is to ensure that boilers are kept operational for as long as it practicable, but ultimately it will need to be replaced. In offering a discount against the cost of a new boiler, where a boiler falls outside the terms and conditions for a replacement, I don't think that's unfair or unreasonable. I've also noted that this discount is separate from – and additional to – their offer of compensation for the poor service received by Miss H.

Considering all these points, on balance I've concluded that British Gas have acted fairly in acknowledging the poor service provided to Miss H in repairing her boiler. In the circumstances, I think that £300 is a fair and reasonable sum. I've also concluded that they've acted fairly in not replacing Miss H's boiler free of charge but offering a discount against the cost.

### **My final decision**

For the reasons set out above, my final decision is that I don't uphold Miss H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 23 June 2021.

Paul King  
**Ombudsman**