

## **The complaint**

Mr B is complaining about the service provided by British Gas Services Limited (BG) under a boiler service contract.

## **What happened**

In 2018 Mr B bought “Homecare” insurance through British Gas. The policy was renewed twice over the following years. Under the terms of the contract Mr B’s boiler should have been initially assessed – and then serviced annually and/or repaired if necessary.

In 2020 the boiler broke down and on 7 October a BG engineer said the fault meant the boiler had to be condemned. Mr B had to pay for a new boiler. He complained to BG, saying that his boiler had never been properly inspected or serviced since he bought the policy in 2018.

BG acknowledged that it had known a BG engineer was needed to inspect or service the type of boiler Mr B had, as Mr B had told them the make and model. Instead of sending the appropriate engineer it instead sent a contractor – at least twice – who couldn’t work on this type of boiler.

BG said that, as it hadn’t provided any of the checks and servicing/repairs it also didn’t know when the fault with Mr B’s boiler initially occurred. So it said it would refund him his premiums from the date the policy started – about £1,123.66 – and pay additional compensation of £140 for the poor service.

Our investigator thought that was a fair offer.

Mr B disagrees – he says finding out the boiler was dangerous caused a great deal of worry – and he didn’t know how this long had been going on for. He says every time he spoke to BG it treated him “horrendously” and he was told he’d have to wait for at least two months for a new boiler, despite explaining that he has a vulnerable child with specific medical needs.

I’ve been asked to decide this complaint.

## **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 not going to uphold this complaint. That isn’t because I don’t think BG did anything wrong under the insurance contract – but I do think it’s done enough to compensate Mr B for the mistakes it made.

I’m not going into all the points raised by Mr B in detail, and instead I’ll concentrate on the key issues as I understand them.

This what I think happened:

- The contract says BG will carry out an initial visit and then an annual service visit. Over the time Mr B paid for the contract this would have been at least three visits.
- None of these visits were completed successfully: despite BG knowing it needed to send one of its own engineers to do the servicing, it kept sending contractors.
- In October 2020 the boiler was condemned and switched off at short notice only after a fault developed. I understand Mr B's boiler was decommissioned because of a faulty flue, although he'd reported a timer issue. Mr B had to pay for a new boiler, which was installed about 2 weeks later.
- Mr B says this caused a lot of inconvenience, especially given his child's needs, as he was told the replacement wouldn't be installed for a couple of months. He says he was worried about how long the fault might have been going on for, as it could have been dangerous.
- The policy says if the boiler is under seven years old and fails, then BG will replace it. We don't know exactly how old the boiler is – but Mr B has told us it was in his house when he moved in (in 2018) – and may well have been installed when the house was built 20 years ago.
- The policy also says it will cover the flue – up to one meter – and replace it if it can't be repaired. We don't know exactly why the boiler was condemned rather than having the flue fixed. But I do think it's the engineer who's the expert on these things, and if he believed the boiler to be unsafe and/or unrepairable, it was reasonable for him to prevent further use.

BG has acknowledged it didn't deal with this policy properly and the service it provided was substantially less than it should have been. So I've thought about whether what it's done to make up for this is reasonable. I think it is.

Mr B received none of the services he was paying for up to the point where he reported a fault. So I think it's fair for BG to refund everything he paid for the policy. And I also think the compensation it paid on top of this is reasonable. I appreciate Mr B was worried there might have been a health risk because of the broken flue and that this could have been going on for some time. But I can't ask BG to compensate Mr B for something that might have happened, and there is no suggestion that any health problems have been connected to the faulty flue. And the BG engineer did de-commission the boiler straight away – so Mr B's mind was put at rest as soon as the problem was identified.

Mr B says he was inconvenienced by having to wait to have a new boiler installed. I appreciate the new boiler was probably installed by BG, but it doesn't appear it was done as part of his insurance. I say that because Mr B paid for his new boiler – and from what he told us, it doesn't look as though his old boiler would have qualified for replacement under the insurance. That's because it could have been up to 20 years old and the contract didn't cover boilers over 7 years old. If BG had replaced the boiler as part of his insurance it's unlikely it would have refunded the premiums he'd paid.

As this complaint is only about the services provided (or not) under the insurance policy, I can't ask BG to compensate him for any delays in installing a new boiler, as I don't think that wasn't done as part of his insurance. I'm glad though, that Mr B got his new boiler within a much shorter timeframe.

## **My final decision**

My decision is that I do not uphold this complaint, as British Gas Services Limited has done enough to compensate Mr B for its poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 3 September 2021.

Susan Peters  
**Ombudsman**