

## **The complaint**

Mr M complains that British Gas Insurance Limited failed to diagnose and repair a boiler fault in a reasonable timeframe. This left him and his family with no heating or hot water for approximately eight days during winter.

Mr M had a HomeCare home emergency policy with British Gas.

## **What happened**

In February 2021 his boiler developed a fault. Mr M contacted the company using a mobile app. The app confirmed there would be a two week wait for an engineer. Mr M was not prepared to wait this long and so contacted British Gas by phone the same day. He says he was advised that an engineer would call the next day. This didn't happen.

The day after the missed appointment Mr M contacted the company again and was advised no engineers were available. British Gas advised that he could arrange for an independent engineer to attend, and it would cover the cost. However, Mr M says he could not afford the to pay the upfront cost. He also explained that he was unable to use his phone whilst at work to make these arrangements.

Mr M explained to British Gas that his daughter suffered from asthma. The lack of heating and hot water was impacting her health. Having been made aware of Mr M's daughter's asthma, British Gas was then able to send an engineer to visit the same day. The engineer left the boiler in working order. However, the following morning the boiler failed again.

Another engineer came two days after the first visit. A problem was found with the boiler's pump on this visit.

Mr M was told that an engineer would return in two days to fit a replacement pump. This did not happen. It took six days from the second engineer visit, before the repair was completed, and hot water and heating was again available.

British Gas apologised for the delays and missed appointments. It offered a goodwill payment for £150 to acknowledge the impact of these failures.

Our investigator upheld Mr M's complaint. He highlighted the missed appointments. He also highlighted the lack of a worksheet or other documentation to confirm what checks the engineer had initially carried out. And the short period between the initial repair and the boiler failing again. Because of this he felt it was reasonable to expect the fault with the pump to have been identified earlier.

The investigator acknowledged the distress and inconvenience Mr M and his family had experienced. He felt this was not adequately reflected in the payment provided. In his view a total payment of £250 was fairer. Mr M agreed.

British Gas disagreed and asked an ombudsman to review the 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.

Having done so, I've reached the same conclusions as our investigator and for the same reasons.

British Gas supplied its engineer notes. These are brief but do include entries from when engineers visited Mr M's home. The note from the first visit states:

*"CODE0 replaced room stat batteries".*

This ties in with Mr M's account of events. However, there are no detailed records to show the checks the engineer performed on the boiler during this visit. Mr M says he checked the boiler pressure needle the next morning, which he says was *"in the red"*. He says he turned the boiler off because of this.

Mr M does not think the engineer could have carried out the appropriate checks. This is based on his observations of the work the engineer carried out, and the short window before a further problem was noticed.

It is accepted that the boiler was working when the engineer left. However, it is clear this only lasted for a short period. British Gas says its engineer will have carried out the appropriate checks. However, no detailed information has been supplied to support what checks the engineer did carry out. The available notes only show that batteries were changed in the thermostat.

Given the short period between faults, and based on the engineer notes, I am not persuaded by British Gas' argument that the appropriate checks were carried out. Had this been done I think it is probable that the pump fault would have been identified at the first engineer's visit.

The next entry in the engineer notes is dated two days later and states:

*"71CODE Pump req, vun cust child with asthma booked for 19/02/21".*

Again, this ties in with Mr M's account of what happened and confirms the date an engineer would attend to carry out the repair.

It is accepted an engineer did not attend to carry out the pump repair on the date agreed. This took place four days later. When Mr M rang for an update, he was told strike action was the reason for the missed appointment. British Gas has suggested the engineer should not have arranged the appointment, given the potential for strike disruption around this time.

Our investigator highlighted the following from Mr M's policy terms, which is relevant here:

***"Reasonable timescales***

*We'll carry out any **repairs** or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit."*

I note British Gas' comments that the engineer should not have arranged the appointment because of the potential for strike disruption. This may be what it expected of its engineer. However, there is no evidence that this was explained to Mr M. He was offered an appointment by the engineer who was acting on behalf of British Gas, which he accepted.

It is also the case that Mr M received no follow up communication to advise an engineer could not attend on the agreed date. Rather it was he who contacted the company to find out why the engineer did not arrive.

This demonstrates a poor standard of service from British Gas, and poor communication. This has contributed to the distress and inconvenience experienced by him and his family, when attempting to have his boiler fixed under this policy.

Mr M explains that he did try and mitigate the impact as best he could. He managed to source an oil filled radiator to provide some heating whilst the boiler was not working. However, this still left him with no hot water for washing or cleaning etc. I accept Mr M's comments that the situation was not appropriate for his daughter to remain at home, given her health issues.

Mr M confirms his daughter stayed with his parents while the boiler was broken because of her asthma. He also says his parents were shielding at the time because of the coronavirus pandemic. Clearly this added to overall stress and inconvenience of the situation. It also placed Mr M, and his parents, in a difficult situation when trying to balance their needs alongside that of his daughter.

It is pleasing to see that British Gas managed to arrange an earlier first engineer appointment, after it became aware Mr M's daughter was vulnerable. However, based on the points mentioned above, I think it is probable that the boiler could have been repaired earlier. Had this happened the overall impact on Mr M's family would have been lessened.

British Gas has already provided a payment for £150 for the distress and inconvenience caused by its failings in this case. It is good to see that it has acknowledged the impact caused.

However, in my view the impact on Mr M and his family does warrant a higher payment, for the reasons already discussed.

I agree with our investigator's assessment that a total payment of £250 more appropriately recognises the distress and inconvenience experienced by Mr M and his family.

For the reasons set out above I have decided to uphold Mr M's complaint.

### **Putting things right**

I agree with our investigator's assessment that a total payment of £250 more appropriately recognises the distress and inconvenience experienced by Mr M and his family.

### **My final decision**

In upholding Mr M's complaint British Gas Insurance Limited is required to provide a further payment of £100.

British Gas must pay the compensation within 28 days of the date on which we tell it Mr M accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 August 2021.

Mike Waldron  
**Ombudsman**