

## **The complaint**

Ms P complains about the service she received from British Gas Services Limited when trying to arrange a boiler repair.

## **What happened**

Ms P holds an insurance policy with British Gas that provides cover for her boiler and its controls, her central heating, and includes an annual service.

In March 2021 Ms P had problems with her hot water and heating and called British Gas. An appointment was made for a few days later, but the day before the appointment was due, British Gas called to say they were cancelling it. This was due to a high volume of callouts from vulnerable customers, who they had to prioritise. They said they'd need to re-arrange her appointment and offered her new one for around three weeks later. But the time and date weren't suitable for Ms P, so she requested a manager call her back.

Ms P didn't receive a call back as requested. So she tried contacting British Gas by a number of other methods, but struggled to reach them – eventually contacting them through social media. She explained she'd been without hot water or heating for days, and needed an appointment urgently as she was at home with three children. But she was told based on her children's age, they weren't considered vulnerable, and therefore, they couldn't offer her an appointment any sooner. Unhappy with the new appointment date, Ms P told British Gas she'd arrange her own plumber, and that she would like her payments refunded.

Following her plumber's visit, Ms P purchased a new boiler, rather than having repairs carried out. She thinks British Gas should contribute towards the cost of this, and compensate her for the poor service provided.

British Gas accepted they provided poor service and offered Ms P £100 as an apology. They also paid her £39.49 to cover the cost of a temporary heater she bought while her heating wasn't working. But they said they weren't prepared to pay towards the cost of replacing her boiler, as this wasn't covered under her policy. So, unhappy with British Gas's response, Ms P brought her complaint to our service.

An investigator considered her complaint but didn't recommend it be upheld. She said that she agreed there were failings on British Gas' part, but she felt that the re-imbursment for the temporary heater, and the offer of £100 for the poor service was fair compensation in the circumstances. And she didn't think they should pay towards her boiler.

But Ms P remained unhappy, and felt the compensation offered was too low. So the case has been passed to me to decide.

## **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.

Ms P has said more recently that the main crux of her complaint relates to the service she received throughout, such as the appointment wait time, and the numerous attempts she made to contact British Gas. But when considering her complaint, I've also thought about what British Gas were required to do under the terms of her policy.

Ms P's policy covers, amongst other things, all repairs to her boiler, subject to specific policy terms and conditions. The policy also says, that British Gas will arrange:

A replacement for your boiler if we can't repair it and:

- *it's less than seven years old; or*
- *it's between seven and ten years old, we installed it and it's been continuously covered by us under either a warranty or HomeCare product.*

So the first thing for me to decide, should be whether or not the boiler was repairable or needed replacing at the point British Gas were scheduled to visit.

In this case British Gas never attended Ms P's property, as Ms P didn't accept the new rescheduled appointment date, and instead, appointed her own plumber, who subsequently removed her boiler, and replaced it. This meant British Gas were unable to assess whether it was repairable or not. As it's not 100% clear whether or not the boiler was repairable, I've thought about what was most likely, based on the evidence I have. I've also looked at both the 'repairs' and 'replacement' section of the policy, to see what cover might be provided.

Following a visit to Ms P's property in August 2020, British Gas recorded that *"the heater exchange had gone, the burner was ruined, and they advised the policy holder's mother, a new boiler was needed"*. And following Ms P's own plumber attending the property more recently, he chose not to repair the boiler, and instead chose to replace it. So, on balance, I think it's more likely than not, that the boiler would've required replacing had British Gas visited Ms P's property. However, I've still looked at the repairs cover to see where this would have left Ms P, had British Gas deemed the boiler repairable.

The first part of the policy provides cover for all repairs to, including other things: *"a single natural gas or Liquid Petroleum Gas boiler or **warm-air** unit on your **property**, that's designed for home use and has a heat output capacity of up to 70kW;"*

I accept it's possible British Gas could've attended Ms P's property and concluded her boiler was repairable. But they were never afforded the opportunity to do so. And in Ms P having her boiler replaced independently, this prejudiced British Gas' position to determine whether or not a repair would've been possible, or complete any works that may have been due. There were also no estimated costs of repairs provided by Ms P's plumber. So as British Gas were unable to determine whether repairs could be carried out, and to what cost; I don't think it's fair to hold them liable for any potential repair costs that may have followed.

I've said above why I think it's more likely British Gas would have concluded (had they visited the property) that Ms P's boiler would've needed replacing. So I've gone on to look at what cover she has regarding a boiler replacement.

The policy provides cover for a replacement boiler in the event it can't be repaired, but subject to the above terms and conditions. Those being that the boiler is less than seven years old; or it's between seven and ten years old, and was installed by British Gas, and been continuously covered by them, under either a warranty or HomeCare product.

British Gas noted on its visit log from previously attending Ms P's property in August 2020, that the boiler system was installed in 1983. I don't have any further evidence to support this,

but equally, I've seen nothing to suggest it's inaccurate. The investigator's also checked this with Ms P, who informed us that she's only resided at the property for around a year. But from her records, she can see the boiler was installed prior to 2011 and was not fitted by British Gas.

Based on the above, I'm satisfied that the boiler was older than seven years at the point she reported the fault to British Gas. And even if I was to conclude it was less than ten years ago, (which the evidence provided suggests it wasn't), by Ms P's own admission, it was not installed by British Gas. So I'm satisfied there's no cover under this policy for Ms P's boiler to be replaced. So in summary, I don't think British Gas owe Ms P anything with regards to the repair or replacement of her boiler.

Ms P has explained that she is more upset about the overall service she received from British Gas, from when she initially reported an issue with her boiler, up until choosing to appoint her own plumber.

I can see that when Ms P initially contacted British Gas in March 2021, an appointment was arranged for a few days later. But this was subsequently cancelled the day before the appointment was due. I appreciate that this would have been frustrating for Ms P, especially to be left without hot water and heating while looking after her children. But these were unprecedented times, during a pandemic, where British Gas has told us it had to prioritise its most vulnerable customers.

The terms and conditions of Ms P's policy, under the section - '*Visiting You*' states:

***“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. During epidemics or pandemics, we will adhere to Government guidelines concerning restriction of non-essential travel and may have to reschedule your repair or visit until such time as the restrictions have been eased.*

I appreciate that as of March 2021, that things had stabilised to some degree, but British Gas has explained that it was still experiencing a particularly high demand during this time. I appreciate this was not ideal for Ms P, but given the circumstances, I don't think it was unreasonable for British Gas to prioritise its most vulnerable customers at this point.

When British Gas contacted Ms P just two days after the initial appointment was booked to explain they needed to rearrange it, they offered her another appointment for around three weeks later. So I think they let her know as soon as possible that they were unable to visit, and offered a new appointment time, in line with the policy terms. I think this was reasonable.

I can see that the new time offered was not suitable for Ms P, and that she requested a call back from a manager that she didn't receive. I can also see that she was unable to contact British Gas through their app, as it wouldn't load. So, instead she called and had to wait on hold for an over an hour to be connected, only to be cut off. This left Ms P with the only remaining option to contact British Gas through social media channels.

I can only imagine how frustrating this must have been for Ms P, especially while looking after her children and facing the issues that she was with her heating and hot water. When looking at compensation, any awards we make, are designed to reflect the distress and inconvenience those failings had on a customer, they're not designed to punish businesses. So, while I appreciate this was hugely frustrating for Ms P, and I acknowledge there were failings in the level of service provided on British Gas' part, I think £100 is a fair payment to

compensate Ms P for the inconvenience this matter caused her. So for the reasons set out above, I'm not asking British Gas to do anything more.

### **My final decision**

My final decision is that I do not uphold Ms P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 19 October 2021.

Brad McIlquham  
**Ombudsman**