

The complaint

Mrs A complains about the way that British Gas Services Limited dealt with her home emergency claim for repairs to her boiler in respect of her let property.

What happened

On or about 5 January 2021 Mrs A was notified by her tenants of a problem with the boiler at her property. There was no heating or hot water. She notified the letting agents who made attempts to get in touch with British Gas. It was unable to attend until 13 January, and then failed to make that appointment. Another appointment was organised for 18 January which again the engineer failed to attend. An emergency appointment was made for the same day but again the engineer did not attend. Mrs A spoke to British Gas who advised her that in accordance with its winter contingency plan she could instruct a plumber and it would reimburse the costs of the repair. She raised the cost of a replacement boiler and was told that in unusual cases this would be paid.

Mrs A duly went ahead and instructed a plumber who advised that the boiler needed to be replaced. She went ahead and paid for a replacement boiler, which was installed on 21 January. She submitted the invoice to British Gas but it explained that it would only pay for a replacement boiler when the boiler was up to 7 years old or up to 10 years old if it had been regularly serviced by it. Mrs A's boiler was at least 20 years old. Mrs A complained, pointing out that she had been told by the adviser that all her costs would be reimbursed. British Gas agreed that the terms hadn't been clearly explained to her but pointed out that the terms of the cover were clear. It agreed to pay Mrs A £100 for the inconvenience caused.

On referral to this service our investigator said that because of the number of missed appointments, the fact that Mrs A's tenants were left for three weeks without water and that Mrs A was misled into believing that British Gas would cover her costs of a new boiler, it should pay compensation of £250 (including the £100 already paid). He didn't think that British Gas should pay for the new boiler.

British Gas agreed to the proposed payment. Mrs A did not and proposed that British Gas pay the labour costs of fitting the new boiler, of £825. Our investigator said that British Gas had made a reasonable offer of settlement.

The matter has been referred to me for further consideration.

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 can understand why Mrs A felt she was misled by British Gas. When she spoke to them she was told it was unusual for a replacement boiler to be paid for but the adviser didn't explain that the terms of the policy only allowed for this when the boiler was less than ten years old. However the terms of the policy apply to all customers which only allow for replacement in the circumstances described. I appreciate that Mrs A believes she had a

verbal contract with British Gas that it would pay for all repairs including replacement of the boiler. I don't think that is the case – as I've said the situation wasn't made clear to her but I don't think there was any agreement by British Gas to go outside the terms of the policy.

If Mrs A had realised British Gas wouldn't pay for a new boiler she would still have had to go ahead and have the new boiler installed. I think it reasonable to accept the plumber she had employed gave her the right advice.

I think in this case Mrs A has suffered distress and inconvenience. Whilst I appreciate the property was without hot water or heating for three weeks, she didn't suffer that, rather her tenants did. I understand that they didn't renew their tenancy which may have been because of the situation. But I can only award compensation to the policyholder, Mrs A. She believes the engineers didn't attend because they were on strike, but it looks like the strike came later than the missed appointments. Along with the tenants being upset with her, it also wasn't explained clearly about the terms of the winter contingency scheme. So she did suffer a loss of expectation.

I don't think it reasonable to ask British Gas to pay for the new boiler, even just the labour costs. But I do think that it should reasonably pay further compensation of £150 on top of the £100 it has already paid. I shall direct it to pay this accordingly.

Putting things right

British Gas should pay total compensation of £250, including the £100 already paid. So it should pay Mrs A a further £150.

My final decision

I uphold the complaint and require British Gas Services Limited to provide the remedy set out under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 19 November 2021.

Ray Lawley
Ombudsman