

## **The complaint**

Mr S complains about British Gas Insurance Limited (“British Gas”) for delays to repairs to his central heating system. He feels that he was discriminated against and abused during engineer visits.

## **What happened**

Mr S held cover with British Gas which insured his central heating system against breakdown. He has been a customer of British Gas for many years.

Mr S has health conditions which make him vulnerable to being without hot water and/or heating. British Gas was aware of this.

In December 2020 his cover renewed. In the renewal letter British Gas set out a parts availability warning for Mr S’s boiler. It explained that the boiler manufacturer stopped making some parts for Mr S’s boiler a while ago and, whilst the main parts may be available, some other parts were becoming difficult to source.

In June 2021, Mr S’s boiler suffered a breakdown.

Engineers from British Gas attended Mr S’s home on multiple occasions over the following two weeks. During these visits, the engineers repeated to Mr S that the boiler ought to be replaced due to its age and the difficulties that Mr S would face in getting parts.

They noted that the fan was not working, but initially thought that this was due to broken capacitors.

They order replacements and returned to fit these.

It then emerged that the fan itself was the issue. British Gas advised Mr S to obtain the replacement part and agreed to fit the part and reimburse him for it.

The fan and other parts were replaced, and the boiler began working again on 30 June 2021.

During that visit, Mr S told the engineer about a leak elsewhere in his system and was advised to book an appointment relating to that.

Mr S contacted British Gas later that day and booked an appointment for the following day. He was informed that British Gas had decided to cancel his cover and would cancel his appointment.

Mr S complained. He said that engineers had been abusive to him in his home and that he had CCTV footage of them being so. He said that he had feared for his safety, and that he felt that he was racially discriminated against.

Mr S then contacted us.

British Gas has responded to Mr S's complaint denying that it its engineers abused or racially discriminated against Mr S. British Gas acknowledged it ought not to cancel Mr S's cover without due warning and has agreed to continue covering Mr S's boiler unless Mr S breaks the terms of cover.

Our investigator looked into Mr S's complaints and did not uphold them. He set out that he had not seen evidence of wrongdoing, delays, or abuse in the actions of British Gas. He noted that Mr S had previously said that he had CCTV footage of abuse and explained that he would review his opinion if this was provided.

Mr S did not accept that view and asked for an ombudsman decision.

### **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 have reviewed my colleague's view letter in which he set out the points raised by Mr S and his response to these. I agree with all that he has said.

I have reviewed the schedule of appointments and the timeline provided by Mr S and I cannot see evidence of delays from British Gas in respect of attending Mr S, or in obtaining the parts that were needed.

Mr S has complained that the engineers who attended advised him that he ought to replace his boiler as it was old, and parts were becoming increasingly difficult to obtain. I accept that they likely did so, and that this is consistent with the renewal information which advised Mr S that parts for his model of boiler were no longer being made. I think that was borne out by the fact that a replacement part obtained was likely reconditioned, and I think that this was likely good advice as delays obtaining parts could be detrimental to Mr S if the boiler were to next breakdown in cold weather.

Mr S has said he felt abused and threatened by engineers who attended his home. British Gas has strongly denied that any aggressive or unprofessional behaviour took place from its engineers. No evidence or detail of the abuse which Mr S alleges has been provided, and he has not provided the CCTV he said he had. Without this evidence I am unable to form a reliable view on what was said and how the parties behaved, and so I am unable to uphold this complaint.

Overall, I agree with the assessment of my colleague and have not seen evidence of wrongdoing by British Gas. I agree that British Gas ought not to withdraw cover without following its proper process but agree that British Gas agreeing to continue cover addresses this point.

Consequently, whilst I appreciate that this will be disappointing to Mr S, I do not uphold Mr S's complaint and do not ask British Gas Insurance Limited to do anything further.

### **My final decision**

For the reasons given above I do not uphold Mr S's complaint and do not ask British Gas Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 5 January 2022.

Laura Garvin-Smith  
**Ombudsman**