

The complaint

Mr A has complained about the service provided by British Gas Insurance Limited (British Gas) under a home emergency policy.

What happened

Mr A contacted British Gas when the boiler stopped working at a property he rented to tenants. The tenants had no heating or hot water. A few days later an engineer visited, but said he would need to come back a few days later. When the engineer came back, he fitted a part and was able to get the hot water working, but a fault was found with the pump. The engineer returned a couple of weeks later and fitted a part. The engineer advised that both a powerflush and a new boiler might be needed. Another British Gas engineer visited a few weeks later and said the boiler couldn't be fixed. Mr A arranged for a new boiler to be fitted.

When Mr A complained to British Gas, he said engineers hadn't turned up for some of the appointments, there had been issues with sourcing parts, he'd had to reduce the tenants rent and it had also caused him stress. When British Gas replied, it accepted there had been poor service and inconvenience for Mr A and his tenants. It offered £500 compensation because of the poor service and the loss of rent.

So, Mr A complained to this service. Our investigator said British Gas had acted in line with the terms and conditions of the policy and that £500 was appropriate to deal with the issues raised.

As Mr A didn't agree, the complaint was referred to me.

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 don't require British Gas to do anything further. I will explain why.

Mr A complained about several missed appointments and poor communication. He has said some appointments were moved or the engineer didn't turn up. I've looked at British Gas' scheduling records and can see that a number of appointments were moved. Looking at those records, there wasn't always evidence to suggest that British Gas had told Mr A or his tenants this had happened. So, I think it's more likely than not that for some of the appointments the engineers were rescheduled but Mr A wasn't updated.

When the first engineer visited, he said some parts needed to be ordered. It seems to have taken a while for some parts to come into stock. I also noted that British Gas' records of a phone call said Mr A *"had called in and expecting appointment tomorrow but part OOS [out of stock] and no ETA [expected time of arrival] yet as only ordered today. Told customer that once part comes in we will contact him or tenant"*.

I asked British Gas why parts didn't seem to be ordered until several days after the first engineer's visit and it said "*This is difficult to say, but they may have tried to locally source too and been unsuccessful*". I'm also aware that the day after that phone call, an engineer arrived with a part. So, I think British Gas' explanation is credible. It clearly had sourced a part, even if it hadn't been able to source all of the parts required. When British Gas ordered the parts, it then also took a bit of time for them to come into stock, which I also think is consistent with it being more difficult to obtain some parts. I'm also aware that Mr A had been told in a number of policy renewal letters that, due to the age of his boiler, some parts were now hard to source and that it might not be possible to fix the boiler if it broke down. So, I think British Gas had warned Mr A about the potential difficulty of finding some parts and finding parts seemed to contribute to the delays in trying to repair the boiler.

Mr A also said the delays led to a build up on sludge in the system and the boiler needing to be replaced. However, I haven't seen anything to show this was the case. Mr A's boiler was old and, over a number of years, British Gas had warned him about the potential issue with obtaining parts. While British Gas was trying to deal with the boiler issues it said the system needed a powerflush. But, I haven't seen anything to support a view that a boiler not operating properly over a few weeks would cause sludge in a system or that this was the likely cause of sludge in the system owned by Mr A.

So, I think there were communication issues and that British Gas didn't always seem to keep Mr A or his tenants up to date on what was happening. However, British Gas had previously made Mr A aware there were likely to be issues with obtaining parts for the boiler, which seemed to have a significant impact on it being able to carry out a timely repair to the boiler or the ability to fix it at all. I'm aware the issues with the boiler affected both Mr A and his tenants, including Mr A reducing the rent. However, I don't think that was wholly down to British Gas or due to issues that were necessarily within its control. As a result, I don't think British Gas needs to cover the reduced rent or pay for the new boiler. British Gas offered £500 compensation as a result of what happened. I think that was reasonable in the circumstances and appropriately reflected the impact of the issues that were down to British Gas. As a result, I don't require British Gas to do anything further.

My final decision

For the reasons I have given, it is my final decision that I don't require British Gas Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 22 March 2022.

Louise O'Sullivan
Ombudsman