

## **The complaint**

Mr F complains about the level of service received from British Gas Insurance Limited (British Gas) when he made two claims on his HomeCare insurance policy.

## **What happened**

On 28 January 2021 Mr F made a claim on his HomeCare insurance policy that he held with British Gas when he had an issue with a radiator.

The radiator was removed due to a leak. Mr F was advised that a replacement could not be fitted until after the Covid lockdown restrictions had eased. An appointment was made for 2 March 2021.

The appointment did not take place. Mr F said the engineer did not attend. British Gas said its engineer was unable to gain access.

As an alternative suitable appointment was not available, British Gas authorised Mr F to organise the repair himself and agreed it would cover the cost of the repair work providing it was within the terms of his policy.

Mr F organised the repair and it was completed. He submitted the invoice and although British Gas said it would reimburse him quickly this did not happen. British Gas finally issued this payment to Mr F at the end of May 2021 after he made a complaint.

After the radiator was repaired Mr F's boiler stopped working. This was also covered under his HomeCare policy and so he reported it to British Gas and its engineer first attended on 9 March 2021.

British Gas engineers came out to the boiler 11 times to try and sort out a lasting repair. It struggled to identify the issue with the boiler. During this time Mr F's home was left without heating on most days. Eventually, on 29 April 2021, the boiler was replaced.

Mr F complained about the length of time British Gas had taken to replace the radiator and boiler. He said he was concerned the lack of heating had caused damp in his property. He also said he was concerned that he and his wife had been exposed to low levels of carbon monoxide. He said this had put their health at risk given the length of time it took to replace the boiler.

British Gas agreed the level of service Mr F received in regard to multiple visits, a missed appointment, lack of contact and a delay in payment were below the standard it aims to provide. British Gas paid Mr F a goodwill gesture of £510 to recognise the inconvenience caused.

British Gas said it did not agree it was liable for any damp in his property or that he had been exposed to low levels of carbon monoxide.

As Mr F was not happy with British Gas, he brought the complaint to our service.

Our investigator upheld the complaint. He looked into the case and thought that British Gas should increase its offer of compensation to £850.

As Mr F did not accept our investigator's view the complaint has been brought to me for a final decision to be made.

### **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.

### **Radiator**

The leak on Mr F's radiator was reported to British Gas on 28 January 2021 and an engineer attended. A replacement radiator was ordered, and it was due to be delivered and fitted when the Covid lockdown restrictions that were in place at the time, had eased.

As government guidance at this time was to *stay at home*, British Gas said it was only carrying out essential work. As Mr F did have heating and hot water, I think it was reasonable for it not to class this as essential and to postpone the appointment to fit a new radiator until after restrictions had lifted.

Within Mr F's HomeCare policy it says;

*"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."*

British Gas ordered the wrong size radiator, it needed a further replacement ordering which caused further delays. An appointment booked for 2 March 2021 did not happen. British Gas' engineer said that no one was at home and Mr F said no one attended.

I understand that Mr F experienced inconvenience as he had to contact British Gas to progress the repair more than should have been necessary. And he had to find an engineer himself to fit the new radiator because another suitable appointment could not be agreed with British Gas.

British Gas agreed it would cover the cost for the radiator fitting and said it would pay promptly. But it took it several months to reimburse the costs paid by Mr F, despite him chasing regularly for this, causing further inconvenience to him.

### **Boiler**

On 9 March 2021, following the radiator repair, Mr F's boiler broke down leaving him without central heating and hot water. He contacted British Gas, who sent out an engineer to repair it.

Within the terms and conditions of his HomeCare policy it says;

*"What's Covered*

*A replacement for your boiler when we can't repair it."*

The breakdown of the boiler was initially found to be due to it overheating. A repair took place and it was left in working order. However, the repair did not last, and the boiler broke down again. Further repairs were made to the boiler during 11 separate appointments. During much of this time Mr F was left without heating in his property other than small fan heaters provided by British Gas.

Eventually on 28 April 2021 British Gas replaced the boiler for a new one.

I have seen that British Gas tried to repair the boiler numerous times and each time the repair seemed to cause another fault that required a new part fitting. I can accept that British Gas were working within the terms of the policy by trying to repair the boiler before replacing it. But I do not think that it acted fast enough in agreeing a replacement boiler. I consider the period of six weeks and 11 visits was too long in these circumstances. Mr F and his wife are vulnerable due to health conditions. As British Gas were aware of this, I think it should have agreed to replace the boiler sooner than it did.

Mr F further complains he was concerned about damp being caused due to not having the radiator working and that British Gas left him in a dangerous position with carbon monoxide leaking into his house.

I have looked into his comments about the damp and do not find British Gas responsible for this. British Gas confirmed damp would be deemed as consequential and should be claimed under his household insurance.

I have looked also into the comments about carbon monoxide and found no evidence that British Gas left him in a dangerous situation with carbon monoxide leaking into the house. The information from the engineer's visit reports do not confirm any evidence of carbon monoxide.

I can see that British Gas have already offered Mr F £510 for the distress and inconvenience caused and after considering all Mr F's complaint points, I agree with our investigator that this was not enough. I think it should be increased to £850 due to the number of mistakes made, avoidable delays, plus the time taken to decide to replace the boiler by British Gas.

British Gas accepted it would pay the increased offer.

Mr F did not accept the investigator's view and said he is *'not just looking for financial compensation but a written acknowledgement of the failure to observe regulatory and constitutional requirements, with a commitment by British Gas to the related authorities to rectify the processes involved'*.

Our service can only deal with the specific issues brought. We can instruct a business to pay compensation if we can see evidence that it has acted unfairly or unreasonably and this caused their customer financial loss, or material inconvenience and distress or hasn't responded to a complaint in the way a customer expected. But we don't have the power to punish a business or impose fines, for example where it has not complied with regulations.

I acknowledge Mr F's point, but I confirm, as our investigator did, that we are unable to look at this side of his complaint. Mr F can refer these to the Financial Conduct Authority should he wish to, The FCA are the regulator for British Gas and their insurance products. Contact details can be found here, <https://www.fca.org.uk/>.

Therefore, I uphold Mr F's complaint and require British Gas to increase its offer of compensation to £850.

## **My final decision**

For the reasons I have given uphold this complaint

I require British Gas Insurance Limited to pay Mr F £850. British Gas Insurance Limited can deduct from this amount any compensation it has already paid to Mr F.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr F 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 F to accept or reject my decision before 14 April 2022.

Sally-Ann Harding  
**Ombudsman**