

The complaint

Mrs G complains about how British Gas Service Limited dealt with a claim she made under her HomeCare policy for a repair to her boiler.

What happened

Mrs G holds a HomeCare policy with British Gas Services Limited (British Gas), which she renews each year.

On 11 July 2021, an issue with Mrs G's boiler at her home address caused her to be without hot water and heating. She contacted British Gas online the same day to arrange a visit from an engineer to remedy the problem.

British Gas stated that, when Mrs G made contact on 11 July 2021, she didn't make it aware there were any vulnerable individuals living within her property. So, the earliest appointment Mrs G was able to arrange via the online appointment booking system was for 14 July 2021.

British Gas said that an engineer attended Mrs G's property on 14 July 2021 and identified that the boiler tank was leaking and needed to be replaced. They informed Mrs G that this task would require two engineers and a subsequent appointment was arranged for the following day.

On 15 July 2021, the appointment at Mrs G's property didn't go ahead as scheduled. Mrs G contacted British Gas to raise concerns about this and explained that there was a vulnerable individual with significant health issues living within her property. So, an emergency appointment for 16 July 2020 was arranged.

On 16 July 2020, an engineer attended Mrs G's home address to complete a repair to make the defective tank safe and prevent it from leaking. Mrs G said that during this appointment she wasn't provided with clear information about the next steps required to repair her boiler.

A replacement boiler tank was ordered by British Gas following the engineer's visit on 16 July. However, this didn't happen until 19 July 2021 because this was the next working day following the engineer's visit to Mrs G's property.

The replacement part was a special order non standard item because of the age of Mrs G's boiler. So, it wasn't delivered until 10 August 2021. British Gas said that an engineer attended Mrs G's home address on both 11 and 12 August 2021 to install the new part and repair the boiler – thus restoring heating and hot water to the property.

Mrs G wasn't happy with the way in which British Gas had dealt with her claim under her HomeCare policy and complained. She felt it hadn't acted as promptly as it could have in ordering the replacement tank, which had caused a delay in her receiving the part that was required to repair her boiler. Mrs G said this all left her without hot water and heating for 33 days, which was extremely inconvenient and caused her to have to travel to a relative's house to bathe during this time.

Within her complaint, Mrs G also raised concerns that there was a lack of communication by British Gas – she stated that she'd had to regularly chase for updates about the status of her claim because she wasn't kept informed about its progress.

When British Gas responded to Mrs G's complaint it explained that it had attempted, but hadn't been able, to source an equivalent tank elsewhere in order to reduce the wait time. However, it acknowledged that Mrs G hadn't received updates about the status of her repair, which meant that she had to chase for information on numerous occasions.

British Gas apologised for the shortfalls in service that Mrs G had received and offered to compensate her as a gesture of goodwill, initially, in the sum of £120. It subsequently increased that sum to £250. But Mrs G refused these offers and referred her complaint to our service instead.

Our investigator looked into what happened and recognised that there had been elements of poor service on the part of British Gas. But they didn't recommend upholding this complaint because they thought British Gas had acted fairly in compensating Mrs G for the trouble and upset she'd been caused. So, they didn't think it needed to take any further action to resolve this complaint. However, Mrs G disagreed and asked an ombudsman to review her complaint.

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.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities. I can see Mrs G has gone to some trouble to provide our service with some very detailed submissions. I want to assure her that I've read everything she's sent us. I hope she'll understand if I don't address every comment she's made in this decision. I intend to concentrate on what I consider is key to the complaint.

Mrs G has referred our service to social media and other examples, which she states indicates how British Gas treats vulnerable customers when they are without heating and hot water. But this service considers complaints on an individual basis. So, it's not our role to comment on the wider issues Mrs G has raised. I'll therefore focus this decision on how matters affected Mrs G as the complainant in this case.

It's clear that Mrs G feels very strongly that her complaint should be upheld. As a longstanding HomeCare customer, I recognise that she feels let down by the service she received. But, while I have sympathy with Mrs G, our service is impartial. We don't take either side's instructions on how we investigate a complaint, and we don't regulate or punish businesses.

My role here is to assess whether I think British Gas made a mistake or treated Mrs G unfairly. If the evidence suggests that it did, I have to determine whether British Gas has offered adequate compensation that reflects the distress and inconvenience that was caused by what happened.

British Gas has provided our service with reliable, cogent evidence that satisfies me that the manufacturer of Mrs G's boiler ceased production of the boiler a considerable time ago. While the boiler manufacturer is still producing some parts, others are not as common making them more difficult to source. This explains why British Gas encountered difficulties in sourcing the defective part that required replacement.

I can see that the issues regarding the availability of parts for the boiler are referred to in clear, unambiguous language on policy renewal documentation British Gas sent Mrs G each year since 2018. So, I'm satisfied British Gas made Mrs G aware of the potential difficulties she may have experienced with a boiler repair prior to her renewing her policy.

I've also seen evidence, namely engineer visit reports, demonstrating that Mrs G was informed that the manufacturer of her boiler had ceased production of it and that parts were becoming increasingly difficult to source. I can see that there were occasions where Mrs G was advised to replace her boiler during service appointments due to its age and condition.

Mrs G decided not to replace her boiler notwithstanding the advice she received from British Gas – as she was entitled to do. And, under the terms of her HomeCare policy, the cost of a replacement boiler would not be covered by British Gas due to its age. British Gas' obligation under the HomeCare policy was to repair the boiler if possible. And this means that I can't fairly find that Mrs G ought to have been offered a new boiler funded by British Gas when her boiler broke down.

I can see that Mrs G has raised concerns about delay, particularly given the length of time she was without hot water and heating pending the repair of her boiler. However, based on the evidence I've seen, I think Mrs G ought to have been aware that parts of her boiler may have become difficult to source and replace and that this could cause delays in any repair that may have been needed.

Mrs G is unhappy that the first appointment that she was able to arrange was for 14 July – three days following her report of the problem she was experiencing. British Gas has informed our service that Mrs G didn't make it aware that a vulnerable individual was resident at her property, and she hasn't disputed this.

British Gas has stated that the online appointment booking system doesn't allow a customer to notify it of any vulnerabilities. This information would have been helpful as it would have prompted British Gas to prioritise Mrs G's appointment, which most likely would have led to an earlier appointment being offered. But I don't have the power to tell British Gas to change its online appointment booking system to enable a customer to input information regarding vulnerabilities. And Mrs G could have telephoned British Gas to request an expedited appointment had she wanted to.

While I think it's likely that an earlier visit would have been offered to Mrs G had British Gas been aware of vulnerability information, I can't reasonably find that an earlier visit didn't take place due to an error by British Gas for the reasons outlined above.

Mrs G has also argued that the replacement part ought to have been ordered during the engineer appointment on 14 July. The evidence I've seen satisfies me that this visit went ahead as scheduled. However, two engineers were required and only one had attended. I'm not persuaded that British Gas ought to have known that two engineers were required prior to 14 July because I think this would only become apparent during the initial visit itself.

I can see that once British Gas attended to inspect the boiler, the engineer correctly identified that two engineers were required to replace the water tank, which was faulty. I haven't seen enough evidence to persuade me that a temporary repair could have been effected by the engineer during their visit on 14 July or during any visit prior to the replacement part being delivered and installed. This means that British Gas couldn't have restored hot water or heating to Mrs G's property until the boiler was repaired.

The engineer that attended Mrs G's property on 14 July arranged the next appointment for

the following day, which demonstrates that British Gas was prioritising this repair. This was due to British Gas becoming aware that a vulnerable individual was living within the property.

It is not disputed that the engineer attending Mrs G's home address on 14 July didn't order the replacement tank. I'm satisfied that they could have taken this action during this appointment. It follows that I'm persuaded there was a missed opportunity by British Gas to order the replacement tank.

The evidence discloses that there was a further missed opportunity to order the replacement tank on 15 July because this appointment didn't take place. I understand that this appointment wasn't met due to a system error. However, had this appointment proceeded as scheduled, I think it's most likely that the boiler part would have been ordered by 16 July at the latest – three days prior to the date British Gas placed the order.

I've seen evidence that persuades me that the replacement part was ordered on 19 July 2021 by British Gas. I understand that Mrs G feels this part ought to have been ordered on 16 July, immediately following the engineer's visit to her property that day. However, I can see that it was after business hours by the time this visit concluded. And this meant the replacement part couldn't be ordered by British Gas until the next business day, which was 19 July 2021.

While it took 22 days for the delivery of the replacement part from the date it was ordered, I'm persuaded that this was beyond British Gas' control. This delay was due to the fact that the part that was required was difficult to source and it was a supplier issue, which is not something I can fairly hold British Gas responsible for. As I've already mentioned, I think that Mrs G ought to have been aware of difficulties in sourcing and replacing parts given the age of her boiler. However, while she'd received advice previously about this, British Gas could have provided clearer information about the expected delivery time for the replacement part.

I've seen evidence which demonstrates that reasonable efforts were made to attempt to source the replacement part elsewhere in efforts to reduce the wait time. I think this demonstrates that British Gas were trying to minimise the distress and inconvenience Mrs G was experiencing. And, in doing so, I think British Gas recognised the impact this was causing and that a vulnerable individual was living at Mrs G's property.

I'm satisfied that British Gas allocated an engineer to attend Mrs G's property as soon as the replacement part was received. I say this because an engineer visited Mrs G on 11 and 12 August to effect a repair and restore hot water and heating to her property.

It isn't in dispute that Mrs G was without hot water and heating for around 33 days. During that time Mrs G told our service that she had to travel to a relative's house to bathe. It could have been made clearer to Mrs G that there would be a delay in the replacement part being received and the reason why this was the case. I've seen evidence that demonstrates that Mrs G chased British Gas extensively and had to request updates via social media channels. This shouldn't have been necessary and is bound to have exacerbated the distress and inconvenience Mrs G would have experienced. Mrs G should have been kept up to date about the status of her repair and this was poor service.

To recognise the distress and inconvenience that Mrs G was caused, British Gas offered to compensate her in the sum of £250. Mrs G has told our investigator that she expects compensation to exceed £1000 and has referred them to examples of how other service providers have compensated customers where services have been disrupted or delayed. How these service providers have approached the issue of compensation is not something I can comment on as part of this complaint as I am considering the actions of British Gas rather than the organisations Mrs G has commented on.

It may assist Mrs G if I explain that when our service considers awards for non-financial loss there isn't a set formula that we use to calculate awards for particular errors. It's my role to consider what impact the business' actions have had on the consumer and to decide, within guidelines set by our service, whether compensation would be appropriate in the circumstances.

It's clear to me that Mrs G's experience here went beyond mere irritation. So, I'm satisfied that an award of compensation is appropriate. I've already outlined the likely impact on Mrs G and I've taken on board her comments about what happened. Having done so, I'm satisfied that the compensation British Gas has already offered is a fair amount of compensation that's proportionate to the trouble and upset that Mrs G would've been caused here. This sum appropriately takes into consideration the length of time Mrs G was without hot water and heating, the fact that she had to travel elsewhere to bathe. This amount also reflects the fact that appointments were rescheduled, which added avoidable delay and it recognises that Mrs G experienced poor communication regarding the status of the repair.

As the compensation offered is in line with our approach in similar scenarios and, given that I haven't seen enough to persuade me that a higher distress and inconvenience award is warranted here, I'm not going to tell British Gas to increase its goodwill offer. It's unclear whether British Gas has paid Mrs G the amount it offered. If it hasn't already done so, British Gas should make payment of the £250 it offered to resolve this complaint to Mrs G.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 5 August 2022.

Julie Mitchell
Ombudsman