

The complaint

Mr J complains about British Gas Service Limited (BGS) and the way they handled the claim he made on his Home Emergency insurance policy.

What happened

Mr J held a Home Emergency insurance policy provided by BGS for a tenanted property. In September 2021, Mr J's tenants made him aware of an issue with the boiler in the property. So, Mr J contacted BGS in order to arrange a repair.

BGS arranged for an engineer to attend the property and resolve the issue. But unfortunately, it took several visits over a period of more than four months for the boiler to be repaired. And even then, it was recommended that Mr J fit a magnetic filter to enhance the boilers performance. Mr J was unhappy about this, so he raised a complaint.

Mr J was unhappy with the length of time the property was without a fully functioning boiler. And he was unhappy with the inconvenience he experienced when trying to get the issue resolved and the amount of times he had to contact BGS directly. So, he wanted to be compensated for this. And he wanted BGS to fit the recommended filter for free, as he thought he'd been promised.

BGS responded and upheld the complaint. They accepted their service had not been to the standard they or Mr J would expect. So, they paid Mr J a total of £715, which covered the cost of a pump and heaters Mr J purchased as well as £300 to recognise the upset and inconvenience Mr J had been caused. Mr J remained unhappy with this response, as he wanted BGS to fit the filter and cover the cost of this. So, he referred his complaint to us.

Our investigator looked into the complaint and didn't uphold it. They explained they hadn't seen evidence to show BGS agreed to fit and cover the cost of a filter. And they didn't think this filter would fall under the terms and conditions of the policy Mr J held. So, they didn't think they could say BGS should fit this or pay for it. And they thought the £715 BGS offered Mr J fairly compensated him for his financial loss, and the inconvenience he was caused by the delays in repairing the issue. So, they didn't think BGS needed to do anything more.

Mr J didn't agree. He thought our investigator was suggesting his conversation with BGS about the filter never happened, and he was unhappy about this. He maintained his position that BGS had promised to fit a filter free of charge and so, he wanted them to honour this promise. As Mr J didn't agree, the complaint has been passed to me for a 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right

outcome.

First, I want to recognise the impact this complaint has had on Mr J. While I recognise he wasn't living in the property impacted by the boiler issue, I appreciate as the landlord he had a responsibility to ensure the issue was fixed in a timely manner. And I understand the stress and inconvenience he would've felt when it took several visits, over a significant amount of time, to ensure a repair was completed. So, I recognise why Mr J would expect to be compensated for this, and any financial loss he incurred during this time. And I also understand why Mr J would expect BGS to honour any promises he felt he'd been given during that time.

But for me to say BGS should do something more than the £715 payment they've already provided, I'd need to be satisfied that this offer wasn't a fair one to recognise Mr J's losses or the inconvenience he suffered. Or, that this payment failed to recognise another error BGS made. And in this situation, I don't think that's the case.

BGS have accepted the repair to the boiler in Mr J's tenanted property took longer than they would've expected to complete. And while I do believe it appears the boiler issue was one that required a degree of trial and error to identify the root cause, looking through the claim history I think there were delays that could've been prevented. As BGS don't dispute this, I don't intend to discuss this any further.

Instead, I've considered whether I think the offer they made to Mr J was a fair one. I can see BGS have covered the cost of the pump Mr J purchased, as well as the heaters his tenants used during the time the boiler was unable to be used fully. And I think these payments by BGS have fairly and adequately covered the financial loss Mr J incurred.

On top of this, I can see BGS have paid Mr J £300 to recognise any inconvenience he's been caused by the service he's received. It's important to note Mr J wasn't living at the affected property and so, I'm unable to consider any of the suffering his tenants may have felt living without a fully functioning boiler. Instead, I'm able to consider the stress Mr J would've been caused by this, as it would've been his responsibility to arrange for this to be sorted and I think it's reasonable for me to assume he would've had to appease his tenant's concerns throughout this time. Thinking about this, and the time and effort Mr J would've needed to put into communicating with BGS, I think the £300 BGS have already paid Mr J is a fair one and in line with what I would've directed, had it not already been made. So, I don't think BGS need to do anything more regarding this.

I've then turned to the main area of dispute, which relates to a filter Mr J says he was promised would be fitted, free of charge, by BGS. Due to the time that's passed since the conversations held between BGS and Mr J, recordings of these conversations are no longer available. So, I'm unable to know for certain exactly what was discussed and whether a filter was promised.

But what I can see is an e-mail chain between Mr J and BGS, where a filter was referenced and BGS confirmed they would discuss this request with a manager. I've seen no evidence to show any result of this conversation with a manager was communicated to Mr J.

So, I'm satisfied the fitting of a filter was discussed. But I'm unable to say for certain that the fitting of this filter was agreed, or that it would be fitted free of charge. BGS have said this isn't something they would offer, as it's seen as an enhancement to a boiler system rather than a requirement. And considering the terms of Mr J's insurance policy, I think this stance by BGS falls within these as I'm aware a filter can be fitted to extend the life cycle and efficiency of a boiler but isn't a part that comes as standard.

So, I don't think I'm able to say for certain that BGS agreed to fit the filter at no cost Mr J. And as I can't say BGS promised to do so, I don't think I'm able to say they acted unfairly when deciding this wouldn't be done and I don't think they had any obligation to do so under the terms of the policy Mr J held. Because of this, I don't think BGS need to do anything more on this occasion.

I understand this isn't the outcome Mr J was hoping for. And I want to make it clear my decision isn't saying I think Mr J's testimony is false, or that the conversation he's referred to didn't happen. But my decision must be made based solely on the evidence I have available, as our service has an obligation to be both independent and impartial.

My final decision

For the reasons outlined above, I don't uphold Mr J's complaint about British Gas Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 25 August 2022.

Josh Haskey
Ombudsman