DRN-3799365

The complaint

Mrs H complains about British Gas Insurance Limited (BG)'s poor standard of service under her home emergency policy.

What happened

A BG engineer attended Mrs H's tenanted property to carry out a first inspection of the boiler, to check that it was in good working order to be covered under the policy. The engineer failed the boiler, as he discovered a gas leak and capped it off. The BG engineer gave a verbal quote for the repair, which he said was rejected. Mrs H describes that the engineer then recommended a friend who attended and gave a quote that she felt was too expensive.

Mrs H explained that she felt that the BG engineer and his friend were dishonest and took advantage of her because she was a woman. She said that she asked the friend to leave when he said the repair would cost between £1,000 - £2,000. She raised a complaint to BG, after she had engaged the services of another engineer who carried our traces to locate where the leak was coming from and repaired the leak.

Mrs H complained to BG as her tenants had been left without gas for a few days, in winter. She also said that she was distressed as a result of the BG engineer and his friend. And that it was unfair that she was left with a bill of £375, for the repair.

In its final response, BG confirmed that it had reimbursed the third-party engineer's bill. Offered Mrs H £75 compensation for the trouble and upset caused. And she was given her referral rights. As Mrs H remained unhappy (as she said that she had to continually chase BG for a resolution, and she had to cancel a family trip to sort out the problem with the boiler) she referred a complaint to our service.

One of our investigators considered the complaint and thought it should be upheld. He said that he looked at what happened at the initial appointment, the issues this caused and BG's actions. He concluded that BG had acted reasonably, as it not only refunded the third-party engineer's costs (which was a cost that BG shouldn't have refunded as Mrs H's boiler had failed the initial inspection). BG had also refunded the two premium payments that Mrs H had made on the policy. And it offered compensation of £75 for the trouble and upset caused, which he thought was fair.

BG accepted the view, Mrs H did not. She said that the actions of the BG engineer and his friend caused her much distress and the £75 wasn't enough compensation. Especially as she had lost out on a family holiday and lost money. So, she asked for a decision from an ombudsman.

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 won't uphold this complaint, but for much the same reasons as our investigator. I understand that this might be a disappointment to Mrs H, but I hope my findings go some way in explaining why I've reached this decision.
Mrs H's boiler had to have a first inspection before coming on cover with BG. BG sent an engineer to carry this out. The boiler failed the inspection due to a leak. Following this Mrs H said that she felt that the BG engineer and his friend (whom he had called and convinced Mrs H that he could repair the leak) were dishonest and took advantage of her as she was a woman.

Mrs H felt that BG had treated her unfairly. So, I've had a look at what actions BG took from the initial inspection of the boiler, what happened as a result and whether BG should have done anything differently.

I understand that Mrs H has raised a number of points, which I have considered. As an informal dispute resolution service, it's not necessary to comment on all of them, as we are tasked with reaching a fair and reasonable conclusion with the minimum of formality and on an impartial basis. The main issue of this complaint is whether BG were fair in their offer of compensation. In particularly, whether BG ought to reimburse Mrs H the cost of lost trip away, as well as the cost of the premiums paid.

BG has provided evidence to show that the two premium payments made by Mrs H have been refunded to her. It explained that Mrs H had cancelled her direct debit and this in turn cancelled the policy and generated the refund, as per the policy terms. Mrs H requested that the payments be refunded and from the evidence, I think that they have. So, there is nothing further I can ask BG to do regarding the premium payments.

Mrs H believes that BG were ultimately responsible for the money that she lost as a result of her not being able to take a pre-planned trip away. So, I've had a look at this.

From the evidence, the reason for BG's attendance at Mrs H's property was to check that the boiler that she wished to cover under a home emergency policy, was in good working order. Its engineer found that there was a leak and capped the boiler. So, at this point the boiler had failed the initial inspection and could no longer be covered under the policy.

I've had a look at the policy terms and conditions to see what BG's obligations to Mrs H were. It stated: '*At the first service our engineer will check that your boiler is on our approved list and your boiler or central heating and ventilation don't have any pre-existing faults. If we find it's not on the approved list or it has a pre-existing fault, we'll either: • tell you what needs to be done to fix it – and how much it'll cost'.*

The attendance note indicated that the engineer provided a verbal quote to the responsible adult present. I can see that that person wasn't Mrs H but was her tenant. Mrs H said that she had never received such a quote either verbally or via email. But, given that her tenant was present at the time and she was not, I'm not satisfied that Mrs H has provided enough evidence to say that her tenant wasn't given the verbal quote nor what needed to be done to fix the leak.

Mrs H said that hypothetically had she contacted BG (instead of following the BG engineer's friend) she would've got a BG engineer out to her property within a day and the leak would've been fixed for a one-off fee. But, I'm unable to consider something that Mrs H describes as hypothetical. I can only look at what actually happened. And I'm satisfied that there was enough evidence to show that the BG engineer who attended, capped the gas, provided a verbal quote that was rejected and was told that a local gas safe engineer would be contacted. BG said that it is likely this was the reason why its engineer recommended his friend. But I think that despite the recommendation, Mrs H had a choice of whether to use the recommended engineer or to find an independent one. Ultimately, Mrs H chose an independent engineer, who I can see attended on the same day as the BG engineer.

From the independent engineer's report, he found that the gas had been isolated, which accords with the evidence from BG. He then carried out tests and located the leak coming from outside, which I understand was resolved that same day. A few days later, the independent engineer re-attended to re-connect the gas. He said in his report, there was a delay as he was unable to attend sooner due to work commitments. I also note that the tenant was provided with temporary heating and cooking facilities.

BG said that as the boiler had failed the first inspection, no work would've been covered under the policy as the boiler would not have come on cover. The policy would've been cancelled, and a full refund would've been provided.

As I have mentioned, BG provided a full refund of the premiums Mrs H made. And following Mrs H's complaint to BG, it also reimbursed Mrs H's independent engineer's fee of £375. I'm satisfied that the refund of the premiums is in line with the policy terms. I'm satisfied that the reimbursement of the third-party engineer, was fair, given that the policy would've been cancelled, and no work would've been done following the failure of the boiler.

Mrs H said that BG ought to have reimbursed her lost trip costs, as she blames the BG engineer's conduct, which she said fell below that of a competent engineer and the dishonesty of his friend. But having reviewed the evidence, I don't agree, and I'll explain why.

Mrs H instructed the independent engineer on the same day as BG had attended. Following the tests, he carried out to locate the leak (which incidentally would not have been covered under the BG policy, as the boiler had failed) the leak was repaired that same day. It wasn't until a few days later that Mrs H's independent engineer re-attended to re-connect the gas. So, I think any delay in re-establishing gas in the property was due to Mrs H's independent engineer who said he couldn't re-attend sooner. Further, although Mrs H said that her tenants were without heating or cooking facilities, I can see that temporary heaters and a hob were left for this. Consequently, I don't think it's fair or reasonable for BG to reimburse Mrs H's family trip costs.

Finally, BG offered £75 for the inconvenience caused to Mrs H. Given that it had reimbursed the third-party engineer's costs (which it shouldn't have) and refunded the premium payments (in line with the policy). I think the £75 offered was a fair reflection of the impact this event caused to Mrs H. And if, this payment hasn't been made, then it should be done as soon as practical.

Taking everything into account, whilst I understand how disappointed Mrs H will be, I'm not satisfied that BG should increase its offer of compensation, as I think that BG dealt with Mrs H's complaint fairly. So, I can't ask BG to reasonably do anything more to resolve this complaint.

My final decision

My final decision is that I think that British Gas Insurance Limited's offer of compensation of £75 for the trouble and upset caused. And the reimbursement of the third-party engineer's fees of £375, as well as the refunding of all premium payments, are fair and reasonable.

British Gas Insurance Limited should pay the £75 compensation for the trouble and upset caused to Mrs H, unless this has already been done.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 2 January 2023.

Ayisha Savage
Ombudsman