

The complaint

Mr A complains that British Gas Insurance Limited failed to repair his boiler within a reasonable time and they missed or cancelled a number of appointments.

What happened

Mr A has a HomeCare policy with British Gas which provides cover for repairs in the event of breakdown or damage to his boiler and central heating system. An annual service is also included.

Mr A had his boiler serviced by British Gas in January 2022. At the time he says three parts were listed as being at fault. And so an appointment was made to replace the parts.

Mr A says a number of appointments were missed and then he had issues with the hot water not working after a visit from British Gas later in January. Mr A says he had to diagnose the problem himself because British Gas failed to do so.

Mr A also had issues with the hot water cycling hot and cold for around two weeks, and no hot water or central heating for almost two weeks. Mr A had to use an electric heater to heat up one room of his home at a time. And he was unable to shower so had to use his neighbour's shower.

A safety warning notice was imposed on his boiler until it could be repaired which was supposed to be by 25 February 2022 but that was pushed back until March due to leaks in the system, and other issues with parts required. Mr A also paid to get his own contractor out to inspect the boiler.

Mr A had to cancel work and delayed scheduled jobs to try and accommodate the appointments with British Gas. He is self-employed and so doesn't receive holiday pay for this time.

Mr A wants British Gas to pay him compensation for the missed appointments, the issues with the water, and the general handling of his repairs. He says it took 16 appointments over two months to repair the boiler. He also says he wanted to cancel the policy renewal in February but was unable to as the repairs were continuing.

Mr A complained to British Gas. British Gas accepted there were issues with the service Mr A received. It offered Mr A a refund of the costs he paid for his contractor plus £400 to apologise for the inconvenience caused.

Mr A wasn't happy with the response received from British Gas so he referred his complaint to this service.

Our investigator looked into things for him. She said she could see from the evidence provided that British Gas had missed four appointments, the repair to the boiler took from January to March, and there were attempted repairs that didn't succeed. The investigator said she didn't think British Gas could be held solely responsible for the delays with the

repairs. She also said she didn't think the cost of the policy renewal should be refunded since Mr A was free to cancel the renewal if he wanted to. The investigator concluded the compensation paid was in line with the service's approach to compensation so she wouldn't be asking it to pay anything more.

Mr A didn't agree with the investigator's view. He didn't think the compensation paid was enough to reflect the inconvenience caused. So the complaint has come to me to decide.

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.

It's clear Mr A feels very strongly that British Gas should increase the compensation offered. I recognise he feels let down by the service he has received and I can understand his frustration. It's important to note our service doesn't regulate or punish businesses. My role here is to assess whether I think British Gas treated Mr A fairly and in line with the terms and conditions of the policy.

British Gas has acknowledged there were failings in the service it provided to Mr A. So what I've needed to consider is whether the £400 its paid is fair compensation.

The boiler was serviced in January 2022 after which it was determined it required some replacement parts. It took around two months for the issues to be resolved. This was after four cancelled appointments and several visits from British Gas.

British Gas says that under its terms and conditions it doesn't pay for time off work. But the terms refer to '*reasonable timescales*' and say, "*we'll carry out any repairs or visits you're entitled to within a reasonable time.*"

Looking at what happened I don't think the problems were fixed within a reasonable time. It took around two months and several visits to fix the problem, which caused a lot of unnecessary inconvenience and discomfort during the winter months.

British Gas hasn't explained why those four appointments were cancelled or why it took so long to get the repairs completed. I can accept it might be necessary for a consumer to need to take one or two days off to fix a problem. But Mr A had to take a significant amount of time off. So I think the inconvenience and consequential loss was more than might be expected. And I think it must have been very frustrating for him to take the time off and have the inconvenience of staying in for appointments that didn't resolve the issues with his boiler.

British Gas has accepted the failure in service. The issue here is whether the compensation offered was reasonable. And based on what I've seen I think it was. So taking everything into account I'm satisfied British Gas has attempted to resolve Mr A's complaint fairly.

Compensation

British Gas has accepted the service fell below what would be expected and has paid Mr A £400 to reflect this. I think the offer is reasonable in the circumstances and in line with what I would have suggested, had an offer not already been made.

My final decision

British Gas Insurance Limited has already paid Mr A £400 to settle the complaint and I think this is fair in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 7 April 2023.

Kiran Clair
Ombudsman