

The complaint

Ms Y's complained about how British Gas Insurance Limited dealt with issues relating to her heating and gas fire under her home emergency policy.

What happened

Ms Y had a HomeCare Two policy with British Gas for many years. This provided her with boiler, controls and central heating cover (including an annual service) and gas appliance cover.

In autumn 2021, an engineer attended Ms Y's home to complete the annual service of her boiler and a gas fire. Ms Y was unhappy with the attitude of the engineer who attended. And she said he handled the fire roughly with a pair of pliers.

Immediately after the service, Ms Y says the boiler started making a strange noise when taps in the house were turned on. And the gas fire became progressively more difficult to light until, a couple of days later, she couldn't light it at all.

Ms Y reported these issues and British Gas arranged an appointment to check the boiler and fire. But, 2½ weeks later, when the engineer came, he said he was only looking at the boiler. He couldn't hear a noise so couldn't do any remedial work. The same thing happened during a second appointment.

In early December 2021, following a call from British Gas's sales team, Ms Y decided to have a new boiler installed. Unfortunately, there were problems with this, resulting in Ms Y and her family being left with only intermittent heating and hot water. This situation continued until late February 2022.

An appointment was scheduled to review the gas fire five weeks after it had been serviced. This was cancelled by British Gas and re-arranged for two weeks later. When the engineer inspected the fire, he said that it needed new parts, which he ordered. And he came back the following day to install them.

The engineer came back towards the end of November. He noted there was damage to the fire's injector pipes, making it unsafe. So he disconnected the gas supply and issued a notice prohibiting its use. The fire was not repaired until the end of April 2022.

Ms Y complained to British Gas about what had happened. British Gas responded and said they'd identified a number of broken appointments and failures in their customer service. They offered Ms Y £250 compensation for that.

Ms Y wasn't satisfied with British Gas's response and brought her complaint to our service. Our investigator considered it and concluded British Gas needed to do more to resolve it. They noted British Gas had said that Ms Y had been without her gas fire between early October and late November 2021. They were satisfied that was wrong and Ms Y had actually been without a fire from November until April 2022 – during the winter months and at the same time she was having problems with the boiler – which left her and her family with

reliable heating or hot water. They said £750 more fairly reflected the distress and inconvenience this caused Ms Y.

While I agreed with the investigator that the complaint should be upheld, my reasoning was different. So I made a provisional decision, which I shared with both parties for their comments. Both have confirmed they've nothing to add. So the matter's been passed back to me to make a final 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.

As neither party has made any comments indicating I should change the provisional decision I made, I've set out the details I gave in that as my final decision below.

Our investigator based their view of Ms Y's complaint on the issues she experienced with both her boiler and her gas fire. I understand why they did that, as Ms Y complained to us about how British Gas had dealt with both. But, for the reasons I've set out, I think I need to treat them separately.

The boiler

Ms Y says her original boiler started making a strange noise after it was serviced. I've seen that British Gas attended her property to investigate this – as I'd expect them to do. The engineers who attended couldn't do anything to resolve the problem as the boiler didn't make the noise when they were there. I can't say that was wrong.

I appreciate Ms Y also had concerns with the new boiler after it was installed. And I understand that caused her and her family some distress. But I can't say British Gas should have done more to resolve those issues because I can only look at work covered by Ms Y's HomeCare policy.

When I first considered this complaint, I noted that the boiler was replaced. I asked British Gas to clarify whether that replacement was made under the policy terms. They've said it wasn't. And that's consistent with what Ms Y's told us about buying a new boiler after becoming concerned her old one didn't meet government standards.

I don't know whether replacing the boiler was necessary. What's relevant to this complaint is that it wasn't installed under the terms of the HomeCare policy. And that means the problems with its operation after installation aren't something I can look at.

The gas fire

It seems to be common ground that the fire stopped working in early October, a couple of days after it was serviced. Ms Y says she was without it for several months – all through the winter. British Gas have said it was repaired on 26 November 2021, although the marble surround wasn't properly secured to the wall until April 2022.

I've looked at the evidence and I think British Gas are wrong about when the fire was repaired. The information provided by Ms Y includes a copy of a safety notice issued by an engineer on 26 November 2021. This says the fire is immediately dangerous due to the burner valve being twisted and that the fire should not be used.

I'm satisfied from this that British Gas's statements about when the fire was repaired are wrong. And that the burner valve being twisted is consistent with it being handled

inappropriately with a pair of pliers. So I think it's most likely the reason the fire didn't work was because of how the engineer handled the service. And that means I need to think about how British Gas need to put that right.

Putting things right

Our investigator thought British Gas should pay Ms Y £750 compensation for being without reliable heating and hot water for an extended period. Ms Y has said this isn't enough to compensate her for what went wrong and for exposing her family to danger from the faulty gas fire. British Gas have said the sum is excessive because she had heating when she was without a fire, and vice versa.

I've thought very carefully about what compensation is reasonable here because, as I've explained above, I can't take into account the issues with getting the new boiler working properly after it was installed. Nor can I consider what might have happened. So I haven't taken into account Ms Y's belief there was a risk of exposure to gas fumes or of explosion. There's no evidence this was the case.

What is relevant to my consideration is the length of time Ms Y was inconvenienced by not having a functioning gas fire. As I've explained, I'm satisfied British Gas's statement it was fixed on 26 November 2021 is wrong. The records they have submitted show the issue with the burner valve was corrected in mid-March 2022, with the surround being reattached about five weeks after that.

That means – contrary to what British Gas have said – there were at least 12 weeks over the winter months when Ms Y was without her fire. British Gas knew she was also having issues with the newly installed boiler. Based on British Gas's service records, I calculate that Ms Y was without either a fire or reliable heating for 11 weeks.

I've considered this length of time against the guidance set out on our website about the awards we make. This says we may consider an award of between £300 and £750 where the impact of what has gone wrong:

"...has caused considerable distress, upset and worry – and/or significant inconvenience and disruption that needs a lot of extra effort to sort out. Typically, the impact lasts over many weeks or months...."

I think that's consistent with what's happened here. And the fact that Ms Y is elderly and suffers from mobility issues means I think it's reasonable that the compensation to be paid should be at the top end of this bracket. So I'm directing British Gas pay Ms Y £750 compensation for what went wrong here.

My final decision

For the reasons I've explained, I'm upholding Ms Y's complaint and directing British Gas Insurance Limited to pay her £750 compensation for the distress and inconvenience they've caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms Y to accept or reject my decision before 21 June 2023.

Helen Stacey
Ombudsman