

The complaint

Mr M complains about the service he received from British Gas Insurance Limited after his boiler developed a fault.

What happened

Mr M held a Homecare agreement with British Gas. The policy that is relevant to this complaint commenced on 9 January 2022 although Mr M had held a Homecare policy with British Gas previously.

At the end of March 2022, Mr M experienced problems with his boiler. So, he asked British Gas to send an engineer to his home. The engineer that attended Mr M's property worked on the boiler's 3 way valve pin and adjusted, stripped and cleaned the gas valve. British Gas said the boiler was left fully operational.

On 25 July 2022, Mr M experienced further problems with his boiler. British Gas said these problems were unconnected to the previous issues but Mr M disputes this. When an engineer attended Mr M's home on 25 July 2022, they identified that the heat exchanger was leaking.

On 26 July the leaking heat exchanger was removed. Mr M said the engineer attending his home fitted a second hand part in order to undertake the repair and observed sludge in the system. However, prior to leaving the appointment the engineer left the front casing hanging off the boiler, which Mr M said he noticed that evening. He also thought the boiler was still leaking.

Mr M turned off his boiler, which left him without hot water, and contacted British Gas to request a boiler safety inspection. He was concerned his boiler had been left in an unsafe condition. An engineer attended Mr M's property on 27 July to reattach the front boiler casing. They confirmed the boiler was fully repaired and safely operating.

Mr M said that for around 3 weeks after the boiler repair, he noticed staining to his towels. He said some of the staining was permanent and put this down to water which had been coloured by rust within the boiler from the second hand replacement part.

Mr M complained to British Gas. He asked it to reimburse him for the cost of the stained towels and compensate him for the inconvenience he was caused by the additional visits by engineers to his home, which he thought would have been unnecessary had the work been completed properly at the outset.

British Gas said it spoke with Mr M's wife on 17 August 2022 to discuss what had happened. It said Mrs M confirmed that all issues had been rectified. So, it issued its final response that day closing Mr M's complaint.

In its final response to Mr M's complaint, British Gas apologised. But it also confirmed an engineer had successfully refitted the boiler front panel so there was no further action

needed. Mr M wasn't happy with the way in which his complaint was handled – he disagreed with the outcome and stated his complaint had been closed without consultation with him.

Mr M contacted British Gas to ask it to reopen his complaint. He said this led to him spending excessive amounts of time on the telephone and, again, there was poor communication by British Gas. So, he referred his complaint to our service.

After we looked into Mr M's complaint, British Gas offered him £140 compensation. It said this was to acknowledge the poor communication Mr M had experienced in raising his concerns, the poor workmanship and the inconvenience caused by additional visits.

Mr M rejected British Gas' compensation offer; he said it didn't take into account the cost of replacing the damaged towels or inconvenience and time spent on complaining about what had happened. But our investigator thought the offer was fair and reasonable in the circumstances and didn't ask British Gas to take any further action to resolve this complaint.

British Gas agreed with our investigator's assessment of this complaint. But Mr M didn't and requested an ombudsman's 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.

Our service assesses complaints independently within a fair and reasonable remit – we don't act for either a consumer or a business. And I want to assure Mr M and British Gas that, in considering this complaint, I thought very carefully about what happened here.

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.

My role is to assess whether I think British Gas made a mistake, or treated Mr M unfairly, such that it needs to now put things right. I can see Mr M and British Gas have gone to some trouble to provide our service with some detailed points about this complaint. I want to assure them that I've read everything they've sent us. But I hope they'll understand if I don't address every comment they've made in this decision. I intend to concentrate on what I consider is key to this complaint.

As I set out in the background to this complaint, Mr M said the problems he experienced with his boiler in July 2022 were related to the previous engineer visit in March 2022. He said the engineer that attended his property on that occasion failed to undertake a successful repair. So, the problem in March continued to cause issues in July. This is disputed by British Gas.

In weighing up what I think is most likely here I've taken into account business records provided by British Gas which show the specifics of all the engineer visits Mr M has had over the years. These records confirm an engineer attended Mr M's property on 28 March 2022 and that they worked on the 3 way valve pin and adjusted, stripped and cleaned the gas valve. This is a separate component located away from the heat exchanger.

I can see that there were three engineer visits after the March attendance. These were at the end of July – 4 months after the previous issue. There are no records between these dates to indicate that Mr M informed British Gas the repair had been unsuccessful or that the problem had persisted. And I think if the issue hadn't been resolved it's likely Mr M would have contacted British Gas to request a further visit or complain.

At the end of July, it's clear from British Gas' records that the boiler wasn't working due to the heat exchanger leaking. Records show that this part was removed in order to repair the leak and, a day later, the front panel was refixed.

Based on the available evidence, I'm satisfied the malfunctioning part in July 2022 was different to the gas valve, which had caused issues 4 months previously. I'm not persuaded the problem in March, or work undertaken at that point, caused the heat exchanger to fail or is connected to the issues Mr M experienced in July.

It appears from the evidence that the leaking heat exchanger couldn't be replaced on 25 July 2022 because the engineer attending that appointment didn't have the part required. I'm satisfied that an engineer visit took place the following day to effect the repair. I don't think this was an unreasonable delay.

Mr M said the replacement part was second hand and introduced rust inside the boiler. He said water discoloured by rust came through the hot water taps when in use for about a 3 week period after the repair, which caused staining to towels used by Mr M and his family.

I've seen photographs of rust coloured stains to Mr M's towels. I know he wants me to direct British Gas to reimburse him for the cost of the stained towels, but I haven't seen any receipts showing how much the towels cost. And, even if I had, I'm not persuaded there's enough evidence to show that a second part rusty part was used in the repair or that the staining happened as a result of the repair undertaken by British Gas. So, I can't fairly direct it to cover the cost of replacing any towels that were stained.

It's unclear why an engineer left the front casing of the boiler hanging off following the repair on 26 July. I think that was poor workmanship and can understand why this caused Mr M to have concerns regarding the safety of his boiler. I'm satisfied that this issue was resolved by British Gas as soon as it became aware. I say this because a safety visit took place within 24 hours, the casing was fixed to the boiler and it was deemed safe to reuse.

In recognition of the trouble and upset Mr M was caused British Gas has offered to pay £140 in compensation. It's clear Mr M doesn't feel that fairly reflects his experience here; he's said he'd be willing to accept £200 compensation in addition to the cost of replacing the damaged towels.

I've already explained why I'm not persuaded the towels were damaged as a result of the repair British Gas undertook so I'm not going to comment any further on that issue. I'll therefore turn to the matter of whether the compensation offered is fair and reasonable.

I think it's important to say that when our service considers an award of compensation we look at the impact of a business' mistake on the consumer. I've taken into account that Mr M was caused unnecessary worry about the safety of his boiler after the front panel was left unsecured. He was also without hot water for a day pending the safety visit and had an additional engineer visit to refix the boiler cover and confirm the boiler was functioning correctly. I accept that this was all frustrating and inconvenient.

Mr M has also explained in detail the concerns he has about how British Gas dealt with his complaint. I can see that our investigator has already informed Mr M that we don't have the power to look at how businesses deal with complaint handling – as it's not a regulated activity under the legislation that governs our service. I can't act outside the law. So, even if I did think British Gas hadn't handled Mr M's complaint well, I wouldn't be able to uphold that element of his concerns or make an award.

Having had regard to the impact British Gas' errors would have had on Mr M, I'm satisfied that the £140 compensation award offered is fair and reasonable here. It's in line with awards made by this service in comparable circumstances and I haven't seen enough to satisfy me that a higher award is warranted.

British Gas said it sent a cheque to Mr M for £140 but that was some time ago and it's unclear whether that cheque was cashed. So, British Gas should ensure that £140 compensation has been paid to Mr M to resolve this complaint.

Putting things right

To resolve this complaint I'm directing British Gas to pay Mr M £140 compensation for the poor service he received.

My final decision

My final decision is that I uphold this complaint in part. I require British Gas Insurance Limited to pay Mr M £140 compensation to resolve his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 July 2023.

Julie Mitchell
Ombudsman