

The complaint

Mr G has complained about the service provided by British Gas Insurance Limited under his central heating insurance policy.

What happened

Mr G reported a fault with his boiler on 26 September 2022. British Gas sent an engineer out who said an electrician was needed. An electrician attended the next day, who said that the mains link receiver and transmitter needed to be replaced. British Gas says these parts were ordered the same day.

An electrician attended on 30 September 2022 and fitted the receiver but this did not work with the old transmitter. The notes say that a transmitter was ordered that day.

However, British Gas said the part was not available from the suppliers. There is a note on British Gas's file that it was recorded on 5 October 2022 that the part had not arrived. On 10 October 2022 British Gas carried out a temporary repair, in order that Mr G had heating and hot water while waiting for the final repair which was carried out on 17 November 2022.

Mr G is very unhappy with this. He says he contacted a parts supplier, which he thinks is a British Gas supplier, who told him that the parts were available in September 2022 but British Gas had not ordered them. Mr G also says that the transmitter and receiver work as matched pairs, so both should have been replaced at the same time.

Mr G says that he and his wife (who are in their 80s) were without heating and hot water for the period from 26 September to 10 October 2022, during a period of cold weather. Mr G told us he has a number of serious health conditions affected by cold. He had to boil kettles to wash and use electric heaters and caused him and his wife considerable distress. During the period from 10 October 2022 to 17 November 2022, Mr G says he also had to manually control the boiler, which meant getting up early to switch the boiler on.

In addition, Mr G also says he had to make numerous telephone calls to British Gas to chase the claim, involving long waits (sometimes 20 minutes but also more than two hours on hold) incurring additional costs.

British Gas says that the delay in receiving the correct part was out of its control. It also says that it went "*above and beyond*" to do a temporary fix on 10 October 2022. However, it offered Mr G £50 compensation for the trouble caused to him.

One of our Investigators looked into the matter. She did not think that the complaint should be upheld. She said the policy terms say that British Gas will try and get parts from the original manufacturer or its approved suppliers, so British Gas did not have to get parts from other suppliers. The Investigator also said British Gas had confirmed that the supplier Mr G referred to is not on its list of approved suppliers, so the delay in getting the parts was out of British Gas's control.

Mr G did not accept the Investigator's assessment, so the matter was passed to me.

I issued a provisional decision on the matter in August 2023, the main parts of which I've copied below:

"The policy ... says: "We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible - in which case we'll let you know as soon as possible and give you another time when we can visit."

Mr G's policy ... [also] says: *"we'll try to get parts from the original manufacturer or our approved suppliers"*.

I do not agree that this statement means British Gas is only obliged to get spare parts from one supplier and is precluded from obtaining parts from other reputable suppliers. British Gas has not provided any evidence that it tried to find these parts from other suppliers (on its own approved list or not), in order to try and carry out the repair within a reasonable time.

Instead, British Gas's notes suggest that both parts were ordered from one of British Gas's suppliers on 27 September 2022. For some reason which has not been explained, only the receiver was fitted on 30 September 2022 (which did not work with the old transmitter) and a new transmitter was ordered from the same supplier again on that day. There is no evidence of when the transmitter was actually received by British Gas but it was fitted on 17 November 2022.

In my opinion, choosing to only order from one supplier and not trying to source the part from any other reputable supplier was within British Gas's control. There is no evidence that this part was difficult to source and Mr G has said that a local supplier had it in stock at the relevant time. I therefore consider that British Gas did not deal with the claim in a reasonable time and the repairs could have been completed sooner than they were.

As a result of this Mr G was without heating and hot water for two weeks, from 26 September 2022 to 10 October 2022.

In addition, even if I accept that British Gas was not able to get the parts any sooner than it did (which I don't for the reasons set out above) it seems to me that the temporary repair which restored the heating and hot water for Mr G and his wife could and should have been done on 27 or 30 September 2022. This was done on 10 October 2022 and British Gas says doing this was going *"above and beyond"*. I do not agree that this was above and beyond its obligations under the policy.

The job sheet left with Mr G on 10 October 2022 says: *"put temp lead from plug on boiler so that it will work properly from the controls"*. There is no suggestion that this was a difficult repair and I think it is a reasonable expectation that British Gas – as their central heating and boiler insurer - would restore heating and hot water albeit on a temporary basis, rather than leaving customers in ill health and in their 80s without such basic amenities. If this had been done at either of the previous visits, they would not have had to suffer without heating and hot water. I also think the final repair could have been completed sooner than it was.

Having considered all the evidence I think that British Gas did not deal with this claim as well as it could have done. Mr G and his wife were without heating and hot water at all for two weeks and had to manually switch the boiler on and off each day for around five weeks. In addition, Mr G had to make several phone calls to chase up the

matter. I do not think that the £50 compensation offered by British Gas is sufficient to reflect the trouble this caused to Mr G.

In my opinion, the sum of £500 is warranted in this case to take account of the trouble caused to Mr G by not having heating and hot water, having to manually operate the boiler and the time and cost of chasing up the repairs.”

Responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or arguments they want considered before I issued my final decision on the matter.

Mr G has confirmed he has received the provisional decision and has not added anything further.

British Gas has stated it does not accept my provisional decision. It says it did not cause the fault with the boiler and there was always going to be a period of time that Mr G did not have heating and hot water. I need to consider that Mr G's policy does not include cover for electrics and it required an electrician to rewire the temporary lead to the boiler. The only thing that was covered by Mr G's policy was the exchange of the transmitter and receiver, so the temporary fix was outside the policy terms.

It also says that its engineers call all its approved suppliers and manufacturers to try and get parts and they were out of stock. There would be no reason for its engineers not to do this, as the job would just sit around as not completed and would only get passed back to the same engineer later.

British Gas also says that Mr G never mentioned having to wait on hold when he raised the complaint and asks for proof of this. It says there's only a record of two calls from Mr G, one to report the initial fault and one to check the status of an engineer.

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.

Mr G's policy covers the boiler and controls, which includes the mains link receiver and transmitter that was causing the problem with Mr G's boiler here. British Gas arranged for an electrician to complete the repair. British Gas says that anything other than the exchange of the transmitter and receiver would not be covered by the policy. However, I remain of the opinion that temporarily fixing the problem – which was covered under Mr G's policy – in order to provide customers, who are in their 80s and in ill health, with heating and hot water was not going beyond the obligations of the insurance policy. It was a reasonable step to take given the delays in the permanent repair but it should have been done sooner.

While there might have been a period of time that Mr G and his wife were without heating and hot water, due to the initial fault, I remain of the opinion that British Gas could have done more to restore the heating and hot water for them sooner than it did, either by carrying out the temporary fix sooner than it did, or sourcing the parts required from other suppliers.

British Gas says there's no reason it would not have checked all its suppliers for the parts but they were simply out of stock. There is no record on the papers provided to me of any other attempts that were made to source the parts. British Gas's records simply state they were ordered from one supplier. And Mr G has provided evidence that the parts were available from a local supplier. In addition, British Gas has not explained why both parts

were ordered on 27 September 2022 but only the receiver was fitted on 30 September 2022, which caused further delay.

With regard to the time Mr G says he spent chasing the repair, Mr G has provided notes of five calls he made to British Gas and to its engineer direct (and I note he put his mobile number on the job sheets left with Mr G). I have no reason to doubt his records of this. And the contact notes British Gas provided for the calls it received from Mr G do not show how long he was on hold before each call was answered.

Having considered all the evidence provided again as well as British Gas's response to my provisional decision, I remain of the opinion that it did not deal with this claim as well as it could have done. Mr G and his wife were without heating and hot water at all for two weeks and had to manually switch the boiler on and off each day for around five weeks. In addition, Mr G had to make several phone calls to chase up the matter. I consider the sum of £500 is reasonable compensation to take account of the trouble caused to Mr G by not having heating and hot water, having to manually operate the boiler and the time and cost of chasing up the repairs.

My final decision

For the reasons set out above, and in my provisional decision, I uphold this complaint and require British Gas Insurance Limited to pay Mr G the sum of £500 compensation for the distress and inconvenience caused to him by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 16 November 2023.

Harriet McCarthy
Ombudsman