

The complaint

Mrs C complains about the service she received from British Gas Insurance Limited under her Homecare policy.

Mrs C has largely been represented by Mr C in this complaint, but for ease of reference I shall refer to anything Mr C said on Mrs C's behalf to have been said by Mrs C.

What happened

Mrs C had a British Gas Homecare policy. This covered plumbing, drainage and central heating issues and also included an annual service for Mrs C's boiler.

An annual service was carried out around February 2022.

Following this, Mrs C made other complaints with British Gas that were addressed separately under different complaints.

In November 2023, Mrs C raised concerns with British Gas that the upgrades its Engineer advised in February 2022 were not carried out. In January 2024, she contacted British Gas to ask what the recommended essential upgrades were, as referenced in British Gas's records.

It wasn't until March 2024 that British Gas told Mrs C it couldn't confirm what upgrade work was recommended, as it didn't keep those records for more than 90 days. British Gas arranged a visit for late March 2024, where the Engineer confirmed no upgrade work was needed to the boiler.

British Gas issued a complaint response in April 2024. It paid Mrs C £40 compensation for the time it had taken to respond to her.

Mrs C referred her complaint to the Financial Ombudsman Service. She said British Gas hadn't answered her question about what the Engineer recommended in February 2022. And she said given it was referred to as 'essential', British Gas ought to have carried out the work.

Before the Investigator set out their final view on the merits of the complaint, another Ombudsman at this service issued a decision outlining what we wouldn't, and couldn't, look at under this complaint. They explained we wouldn't look at Mrs C's concerns about the missed annual services and resulting damage. They said we couldn't look at Mrs C's concerns relating to asbestos. But they said we can look at Mrs C's complaint about the essential upgrade advice.

The Investigator then issued a final view on the merits of the complaint we looked into. They said the Engineer's advice was likely about an upgrade that wouldn't have been covered under the policy. But due to the length of time it had taken British Gas to respond to Mrs C, they recommended it pay Mrs C a further £60, taking the total compensation to £100.

Mrs C said the upgrade recommended was likely essential in ensuring her boiler system

worked properly. British Gas said it had sent an Engineer to inspect Mrs C's boiler as a gesture of goodwill, and this should be taken into account.

Because the complaint couldn't be resolved, it's been passed 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.

As outlined above, another Ombudsman at this service has decided we won't and can't look at some of the other complaints Mrs C raised. Because a decision has been issued to say we won't and can't look at these complaint points, I won't comment on this any further under this decision. Instead, I will focus on the merits of the complaint point the Ombudsman said we can consider.

What was recommended?

I've reviewed British Gas's work history notes. This shows the Engineer, during the annual boiler service in 2022, recorded 'CODE6'. I've reviewed the description of British Gas's codes, and I can see 'CODE6' refers to where a heating upgrade quote is provided and declined. So on balance, I'm satisfied what was recommended was advice on a system improvement or upgrade.

British Gas said it doesn't keep these records for longer than 90 days. Given that more than a year had passed since the service, and Mrs C no longer had a policy with British Gas when she asked about the upgrade, I don't think it's unreasonable British Gas didn't have further information in relation to this.

I can also see British Gas sought technical advice internally, and on review of the work history available, it was suggested the recommendation could have related to the pressure relief pipe. But, for the reasons outlined above, I don't think it was unreasonable British Gas no longer had further information from February 2022. And in seeking advice, and arranging an Engineer visit, I think it acted reasonably in trying to provide Mrs C as much information as it reasonably could in the circumstances.

Was British Gas required to carry out the upgrade work recommended in 2022?

The terms of the Homecare policy Mrs C had, say British Gas may tell her about improvements that aren't covered by the agreement, and that the policy excludes cover for any improvements or upgrades.

I've not seen sufficient evidence to persuade me the recommendation in February 2022, despite being 'essential', was made because the boiler had broken down, or had stopped working. And because I'm satisfied the recommendation was likely in relation to an upgrade or improvement, keeping in mind the terms of the policy, I'm not persuaded the recommended work was something British Gas was responsible for. So I don't consider it did anything wrong in not carrying out work in relation to the advice or recommendation.

Poor service

The evidence I've seen, shows Mrs C contacted British Gas about the advised upgrade in November 2023, and again in January 2024. British Gas accepts it took unreasonably long to answer Mrs C's questions. And having reviewed the evidence, I agree British Gas acted unfairly in how long it took to respond to Mrs C. So I've considered the impact of this on

her.

British Gas says its action in sending an Engineer should be taken into consideration when calculating a gesture of goodwill. But my consideration isn't about how British Gas should calculate goodwill, and whether it is in line with its own approach. My role here is to consider fair compensation for the impact on Mrs C, keeping in mind the Financial Ombudsman Service's approach to compensation for non-financial loss.

Mrs C contacted British Gas in November 2023 and January 2024. Given that her concerns were about what British Gas had recorded as advice or recommendations about 'essential' upgrades or improvements, I think it's likely that Mrs C was worried about the boiler, and that it was in need of essential work. And in taking longer than reasonable to respond to Mrs C, I think British Gas caused her avoidable and unreasonable distress and inconvenience.

For the reasons outlined above, I think British Gas's actions caused Mrs C some distress and inconvenience, with the impact lasting a few weeks. And in the circumstances, I agree with the Investigator that a total of £100 compensation is fair. Because British Gas has already paid Mrs C £40, I will direct it to pay a further £60, to bring the total to £100.

My final decision

My final decision is that I uphold this complaint.

I require British Gas Insurance Limited to:

- Pay Mrs C a further £60 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 24 July 2025.

Monjur Alam
Ombudsman