

## **The complaint**

Mrs M complains about the service she received from an engineer appointed by British Gas Insurance Limited (BGIL) under a HomeCare policy when they visited her home on 10 December 2024.

## **What happened**

In spring/summer 2024, Mrs M purchased a new property. On 26 June 2024, a heating surveyor from BGIL attended Mrs M's new home and provided a quotation for the installation of a new boiler and central heating system. Mrs M said she pointed out that her property had been extended to the ground floor and loft space. She stated she informed the surveyor that the boiler was in the garage, which she was concerned about. However, the surveyor reassured Mrs M that this was the optimal place for it.

Mrs M decided to proceed with BGIL's quote for the new boiler and radiators. She paid a deposit and funded the balance on finance. BGIL installed the boiler and radiators in late July 2024. Mrs M also purchased a HomeCare policy with BGIL to provide cover in the event of any issues affecting her heating or boiler.

After the boiler and radiators were installed, Mrs M remained unhappy with their performance. So, in November 2024, she contacted BGIL to complain that the water temperature was too hot and that she was unable to adjust the thermostat.

BGIL arranged to visit Mrs M's property on 9 November 2024. During this visit the engineer adjusted the cylinder and boiler temperature. However, Mrs M reported further issues with her boiler on 19 November 2024. She explained that she was unable to control the heating and hot water with her thermostat. An engineer attended the same day and, while they identified no fault with the boiler or its parts, they arranged for the thermostat to be replaced the following day at no cost to Mrs M.

Mrs M remained unhappy with the heating supply to the downstairs of her property and requested a further visit from BGIL to replace her radiators. An engineer was instructed to attend Mrs M's home on 10 December 2024 to install 6 new radiators. She said she received less than 24 hours' notice of this visit.

On 10 December 2024, Mrs M stated that the engineer advised that they could only install 5 radiators as one was out of stock. The engineer left Mrs M's property at around 4pm to visit to a supplier to collect extra stock. Mrs M stated there were no issues with the engineer's behaviour or demeanour prior to this point.

Mrs M said the engineer returned shortly before 6:30pm and proceeded to work in the loft area. At that time, she noticed that the engineer had installed radiators within the downstairs area of her property that were of differing sizes. As this hadn't been agreed, Mrs M requested an explanation. But she said the engineer replied in a defensive and rude manner and that their tone became more threatening, which caused her to be fearful of her safety.

Mrs M contacted her son who subsequently attended the property to assist his mother.

However, this didn't result in a resolution and Mrs M said the engineer threatened her son. Mrs M stated the engineer refused to remove the discarded radiators and left debris blocking the driveway. This remained obstructing Mrs M's drive for over 10 days.

Concerns about the engineer's behaviour were reported to their manager who visited Mrs M to discuss her concerns. During this visit the manager arranged for Mrs M's radiators to be upgraded from single wall to double wall radiators as this would increase the heat output by 50%. This upgrade installation work took place on 30 December 2024.

On 7 January 2025, BGIL further attended Mrs M's property after she complained that the heating within her home wasn't sufficient. She felt the boiler wasn't large enough to provide adequate heat to her home. But BGIL informed Mrs M that the radiators were getting hot and the issue affecting the temperature within her home was due to heat being lost around the area of the uninsulated garage. Mrs M disputed this, so a site visit was arranged to determine the cause of the heat loss within her home.

BGIL stated the heat loss inspection confirmed that the boiler it had installed was sufficient. It explained that it had replaced several radiators to increase the heat output. It said it had exhausted all options it was able to offer to resolve Mrs M's concerns and reaffirmed its previous position that the issue had been caused by a lack of insulation, which was causing heat to escape from the home. Mrs M remained unhappy with this and complained.

When BGIL responded to Mrs M's complaint it explained that it had taken all possible action to address her concerns about the heat output of the boiler and radiators. And it said, because Mrs M had purchased her property and moved in during spring/summer 2024 it was unable to compare the heating output for the previous winter. So, it didn't uphold this part of Mrs M's complaint. It did, however, uphold Mrs M's concerns about the engineer's behaviour on 10 December 2024 and the delay in collecting the removed radiators from her address. And it offered to compensate her £100 for the distress and inconvenience this had caused. Being dissatisfied with BGIL's response to her complaint Mrs M referred it to our service.

Our investigator empathised with Mrs M but informed her that our service was unable to investigate Mrs M's concerns about the performance of her boiler and radiators as this fell outside our jurisdiction. Neither Mrs M nor BGIL acknowledged or responded to this. So, I issued a final decision on jurisdiction which explained why our service couldn't consider or assess the merits of Mrs M's complaint about the output of her boiler and radiators.

In relation to the behaviour of BGIL's appointed engineer on 10 December 2024, our investigator didn't recommend upholding Mrs M's complaint. They acknowledged the avoidable delay in BGIL collecting Mrs M's discarded radiators and associated debris from her driveway and recognised the trouble and upset caused by the behaviour of the engineer on 10 December 2024. But they were persuaded that the £100 compensation offered by BGIL to resolve this complaint was fair and reasonable.

BGIL accepted our investigator's view of this complaint. But Mrs M didn't and requested an ombudsman's review. I've therefore been asked to decide the fairest way of resolving this complaint.

### **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.

I'm sorry to hear about the difficulties Mrs M experienced here. I know she feels very strongly about this matter and I appreciate the reasons she brought her complaint to our

service. However, while I sympathise with Mrs M, the issue that I must determine is whether BGIL made a mistake, or treated her unfairly, such that it needs to now put things right.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

Where there's a dispute, as there is here, I must reach a determination based on the available evidence as to what I think is most likely to have happened. To assist in that task, I've read and considered all the information provided by Mrs M, her son and BGIL.

Within this final decision I'll concentrate my findings on what I think is relevant to decide the complaint, which is reflective of our approach in assessing complaints. This means that I may not comment on every written representation made by Mrs M and BGIL, which is because I don't think I need to comment on it to reach what I think is the right outcome.

I've mentioned that a jurisdiction decision has already been provided to Mrs M, which explains why her concerns about the performance of the boiler and radiators that were provided by BGIL are matters that fall outside the DISP rules in relation to the types of complaints our service can consider. I'm therefore not going to comment further on these issues within this final decision.

I'd like to be clear that this decision will address Mrs M's complaint about the behaviour of BGIL's appointed engineer that visited her property on 10 December 2024. I've read what Mrs M and her son have said about this encounter and I accept that. I recognise that Mrs M is vulnerable and elderly. It must have been very worrying for Mrs M and her son to observe the demeanour and behaviour of the engineer as reported by them. This is bound to have caused them both distress and inconvenience. However, this complaint was brought by Mrs M. She's the eligible complainant here and so this decision will address how she was impacted by what happened.

I also acknowledge that, in addition to the unpleasant and intimidating behaviour by BGIL's appointed engineer, Mrs M suffered further upset when the radiators that had been removed were discarded in her driveway. This shouldn't have happened as the radiators should have been removed by BGIL on 10 December 2024. But they weren't collected until 21 December 2024. I'm satisfied there was avoidable delay, which impacted on Mrs M as she was unable to use her drive for over 10 days due to the obstruction the radiators had caused. The obstruction would also have impacted her safety when accessing and leaving her property.

I'm pleased to consider that BGIL has accepted the shortcomings in service as a result of the behaviour of the engineer on 10 December 2024 and the avoidable delay in removing the discarded radiators from Mrs M's property thereafter. It's offered to pay £100 to resolve Mrs M's concerns about these matters. She believes this amount doesn't appropriately acknowledge the distress and inconvenience she was caused as a result of what occurred. So, I've carefully considered whether the compensation BGIL offered is fair and reasonable.

Our service isn't here to punish businesses. To put matters right, I'd have asked BGIL to apologise and make an appropriate award of compensation to reflect the trouble and upset caused. I can see that it's apologised to Mrs M. So, I'm satisfied that's already happened.

When deciding what potential compensation to award our service must take two things into account: financial loss as a result of any business error and non-financial loss, including inconvenience and upset.

In relation to financial loss, there's no evidence that Mrs M suffered financially as a result of what happened. I say this because the radiators were removed from Mrs M's driveway by BGIL, albeit not at the earliest opportunity. I understand that BGIL covered the cost of this. And I haven't seen any documentation from Mrs M to demonstrate that she incurred any costs arising from what happened during the visit on 10 December 2024. It follows that I'm not making an award here for financial loss.

Turning now to awards for non-financial loss there isn't a set formula that we use to calculate awards for particular errors. It's my role to consider what impact BGIL's actions had on Mrs M and to decide, within guidelines set by our service, what an appropriate amount of compensation might be.

Having had regard to these guidelines, I'm persuaded that £100 is a fair and reasonable amount of compensation that reflects the trouble and upset Mrs M would have experienced here. It takes into account the impact the engineer's behaviour would have had on her and the delay in removing the radiators from her driveway. It's consistent with awards our service has made in comparable circumstances and it's what I'd have suggested had no offer been made. So, I won't be requiring BGIL to increase the amount it's already offered. If this hasn't already been paid to Mrs M, BGIL should make that payment to her to resolve this complaint.

I understand that Mrs M feels very strongly about the issues raised in this complaint and I've carefully considered everything she's said. But, based on the evidence I've seen, I think BGIL has acted fairly and reasonably in how it dealt with Mrs M's complaint. This now brings to an end what we, in trying to resolve Mrs M's dispute with BGIL, can do for her. I'm sorry we can't help Mrs M any further with this complaint.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 28 January 2026.

Julie Mitchell  
**Ombudsman**