

### **The complaint**

Ms N complains about the service she received from British Gas Services Limited (BGSL) under a Repair and Cover policy.

### **What happened**

Ms N is a vulnerable consumer as she suffers with a visual impairment and chronic health condition.

On 27 January 2023, Ms N purchased a Gas Appliance Check from BGSL. The purpose of that product was to complete an annual boiler service, which occurred on 30 January 2023. The engineer attending her home to undertake the boiler service on that date informed Ms N that her boiler had passed. No issues were raised by Ms N about the boiler service during 2023.

Between January 2023 and November 2024, BGSL states that work was completed on Ms N's boiler. It stated that this work was undertaken by third party engineers not appointed by BGSL. It said there were no visits from it to Ms N's property after the boiler service took place until early November 2024.

On 4 November 2024, Ms N purchased a Repair and Cover policy from BGSL over the telephone for her boiler and gas central heating system. Ms N paid £479.88 for this policy. BGSL stated that, during the sales call, its call handler informed Ms N on several occasions that an initial fault would be covered by the policy.

On 5 November 2024, a BGSL appointed engineer attended Ms N's home to undertake a first service and repair. During that visit the engineer identified several issues requiring repair. A new timer was fitted and the thermostat radiator valve in the kitchen and pump head were refitted. This work was covered under the policy terms. But the engineer stated that the boiler wasn't suitable for continued cover due to unrelated faults that required repair.

Ms N was informed that for BGSL to cover her boiler it would need to be in good working order, which would require additional work. BGSL explained that the additional work wouldn't be covered under the policy as this work was unrelated to the initial fault. Ms N was informed the required work would incur a charge of £716.09 and that this would include installing a new wireless room thermostat, new zone valve and cylinder stat and rewiring the heating system.

On 6 November 2024, Ms N contacted BGSL by telephone and queried why she'd been asked to fund the required work. The call handler she spoke with informed her that her policy provided full cover and that the work shouldn't incur a charge.

Subsequently, work to upgrade the boiler was completed by two separate engineers on 6 November 2024 and 9 January 2025. Ms N funded this work herself and stated that the engineers involved had informed her that they weren't qualified to complete work relating to electrical elements. Ms N also explained that since their visit, there'd been noise coming from the bedroom when the gas was coming on.

BGSL disputed that the engineers attending Ms N's home on 6 November 2024 and 9 January 2025 had informed her they weren't appropriately qualified to undertake work on electrical elements. It stated they held qualifications authorising them to work on these parts. And it explained that, in view of Ms N's concerns about the presence of a noise when turning the gas on, it had booked an on-demand job, which had occurred on 28 January 2025. During this visit, it said the engineer had adjusted the pump speed to clear air in the bathroom radiator and had confirmed that the noise was normal as it was due to expansion. BGSL waived the fee that it would usually charge of £135 for this visit in recognition of the work being an extension of the work undertaken during previous visits.

Ms N complained to BGSL about the quality of the engineer's workmanship and their level of qualification. She also complained that the boiler service, undertaken in January 2023, hadn't been correctly completed as this hadn't identified the issues with the boiler that were observed on 5 November 2024 when the boiler was found to be unsuitable for further cover.

Our service issued a final decision on jurisdiction explaining why we were unable to investigate Ms N's concerns about the boiler service and workmanship and qualifications of the engineers attending her home on 6 November 2024 and 9 January 2025.

Ms N also complained to BGSL about several other issues. These complaints included the fact that it had charged her for the work that had been undertaken after 5 November 2024. She thought this work should have been covered under her Repair and Cover policy as had been confirmed during her telephone call with BGSL on 6 November 2024. She also complained that BGSL hadn't provided a CP12 certificate (a landlord gas safety check certificate) or reports confirming the work completed during the visit on 5 November 2024. She also complained that the thermostat that had been installed during that visit was unsuitable as she was unable to use it as a result of vision difficulties. She wanted BGSL to either replace the thermostat or make adjustments to it. And she wanted BGSL to provide detailed identification information for engineers ahead of visits.

When BGSL responded to Ms N's complaint, it explained that it had been fair and reasonable to charge her for work to repair the boiler as this was unrelated to the initial fault attended to during the visit on 5 November 2024. It stated that the Repair and Cover policy covered work in relation to the initial repair and this had been explained to Ms N during the sales call on 4 November 2024. But it accepted that the call handler Ms N had spoken with on 6 November 2024 had incorrectly informed her that work was covered under the policy.

BGSL went on to explain that the Repair and Cover policy didn't include a landlord's gas safety check or cover the provision of a CP12 certificate as this was a standalone item, which is paid for separately and not part of a package deal. So, it hadn't made an error in not providing this certificate to Ms N.

BGSL explained that the thermostat it had installed during its visit on 5 November 2024 had been chosen by Ms N. It stated it was unable to make adjustments or replace this part. And it also stated that the work history documents had been provided to Ms N in large print to assist her in reviewing those documents.

Finally, BGSL informed Ms N that detailed engineer identification information couldn't be provided ahead of appointments due to the late assignment of engineers to jobs. It went on to explain that it didn't have the capacity to supply identification information in such circumstances and recommended that Ms N request badge information during any visit.

BGSL offered to resolve Ms N's complaint by paying £160 as a gesture of goodwill to recognise the poor service and incorrect information she'd received during her telephone call

with it on 6 November 2024. It also cancelled Ms N's policy and refunded the cost she'd incurred in incepting that policy.

Being dissatisfied with BGSL's responses to her complaint and its proposed resolution Ms N referred it to our service. Our investigator empathised but they weren't persuaded BGIL had acted unfairly or unreasonably in offering to resolve this complaint. So, they didn't recommend upholding it or ask BGSL to take further action.

BGSL accepted our investigator's view of this complaint. But Ms N 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 Ms N 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 Ms N, the issue that I must determine is whether BGSL 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 Ms N and BGSL and business records shared with our service.

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 Ms N and BGSL, 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 Ms N, which explains why her concerns about the boiler service undertaken by BGSL in January 2023 and the workmanship and qualifications of the engineers that attended her home on 6 November 2024 and 9 January 2025 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 Ms N's complaint about BGSL's decision to charge her for the work that was undertaken after 5 November 2024, it not providing a CP12 certificate or reports confirming the work completed during the visit on 5 November 2024, the thermostat that was installed during this visit and the request that it provide detailed identification information for engineers ahead of visits. As there are several parts to Ms N's complaint and I think it will make things clearer if I deal with each issue separately.

#### *BGSL's decision to charge Ms N for the work that was undertaken after 5 November 2024*

The terms of the Repair and Cover policy that Ms N incepted on 4 November 2024 set out in

clear and unambiguous language that only initial faults are covered and that any upgrades or subsequent faults are chargeable.

Here there's evidence that during the first service and repair visit, which took place on 5 November 2024, the engineer undertook three repairs despite the policy only providing cover for one initial repair. I say this because the engineer identified several issues requiring repair. During that visit, they fitted a new timer and refitted the thermostat radiator valve in the kitchen and pump head. There's evidence that these repairs were appropriately and safely undertaken. There's no evidence to indicate the engineer wasn't suitably qualified to undertake this work.

Based on the evidence available, I'm satisfied the repairs that were undertaken on 5 November 2024 were separate and unrelated to one another. BGSL was therefore entitled to have charged Ms N for some of that work. However, it didn't. And, in covering the cost under the policy, I'm persuaded BGSL acted fairly and reasonably.

BGSL states that the work that Ms N was charged for included the installation of a new wireless room thermostat, new zone valve and cylinder stat and rewiring the heating system. I'm satisfied this was unconnected to the work undertaken by the engineer that attended Ms N's home on 5 November 2024. So, it's fair and reasonable that BGSL stated this work didn't relate to the initial fault.

I've listened to a recording of the call Ms N made to BGSL when taking out her Repair and Cover policy on 4 November 2024. During this telephone call, I'm persuaded that the call handler informed Ms N on several occasions that the policy would provide cover for an initial fault. BGSL accepts that the call handler could have clarified that other faults, unrelated to the initial fault, wouldn't be covered under the policy. And it's provided feedback to that call handler as a result.

While BGSL has acknowledged that there was a shortfall in service during its call with Ms N on 4 November 2024 I'm not persuaded it mis-sold the policy to her. The policy terms are clear that only initial faults are covered. And there isn't evidence here to indicate that, if the call handler had gone on to clarify the remit of cover in relation to work beyond an initial fault, this would have altered Ms N's decision to take out the policy. But that said, I think that being unclear with Ms N may have created a false expectation that all work may have been covered under the policy.

I've also listened to a recording of the call Ms N made to BGSL on 6 November 2024. During this call it's clear the call handler incorrectly informed her that work beyond an initial fault was covered by the policy. I recognise that this would have caused confusion and frustration in Ms N's mind as she'd already been told the work required to repair her boiler would incur a charge. I'm pleased to see that BGSL recognised this was a shortfall in service, which warranted a gesture of goodwill payment.

BGSL has offered to pay Ms N £160 to reflect the shortfalls in service she experienced during telephone calls with it. I understand that Ms N believes this doesn't appropriately acknowledge the distress and inconvenience she was caused. So, I've carefully considered whether the compensation BGSL offered to resolve this part of Ms N's complaint is fair and reasonable.

Our service isn't here to punish businesses. To put matters right, I'd have asked BGSL to make an appropriate award of compensation to reflect the trouble and upset caused. 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 Ms N suffered financially as a result of what happened. I say this because the work required wouldn't have been covered under the terms of the policy. So, Ms N was always going to incur a charge for that work. 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 BGSL's actions had on Ms N 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 £160 is a fair and reasonable amount of compensation that reflects the trouble and upset Ms N would have experienced here. It's consistent with awards our service has made in similar circumstances and it's what I'd have suggested had no offer been made. So, I won't be requiring BGSL to increase the amount it's already offered. If this hasn't already been paid to Ms N, BGSL should make that payment to her to resolve this complaint.

*BGSL's decision not to provide a CP12 certificate following the visit on 5 November 2024*

I've carefully considered the terms and conditions of Ms N's Repair and Cover policy. I'm satisfied the terms don't require BGSL to provide a CP12 certificate when undertaking a boiler visit or initial visit under the policy. So, the engineer attending Ms N's property on 5 November 2024 wasn't required to undertake the work required to complete this certificate or provide the certificate to her.

BGSL informed Ms N that a CP12 certificate must be annually completed where a policyholder is the landlord of a tenanted property with gas appliances. That set of circumstances doesn't apply here, which explains why this certificate isn't included with the terms and conditions of the Ms N's Repair and Cover policy.

BGSL has explained that a CP12 certificate is a stand alone product which must be separately requested and funded by a customer. As the terms and conditions don't require BGSL to provide this certificate as part of the Repair and Cover policy that Ms N holds I accept what it says here.

In the overall circumstances of this complaint, I'm satisfied it was fair and reasonable for BGSL not to provide a CP12 certificate following its visit on 5 November 2024. I understand that Ms N has informed our investigator that she requires a CP12 certificate in case she wishes to sell her property. But she'd need to contact BGSL to arrange and fund that certificate if this is something she still wishes to pursue when she comes to sell.

*BGSL not providing reports confirming the work completed during the visit on 5 November 2024*

Within BGSL's final response correspondence, it confirmed that all work history documents have been reissued and sent to Ms N in large print. Ms N hasn't disputed this. While providing work history documents to Ms N in a format she was able to read could have happened sooner, I'm satisfied that BGSL has now complied with Ms N's request. So, I'm not going to direct that it take further action in relation to this complaint issue.

*The suitability of the thermostat that was installed during BGSL's visit on 5 November 2024 in view of Ms N's visual difficulties*

I understand that Ms N has asked BGSL to make a reasonable adjustment in relation to the

thermostat that was installed on 5 November 2024. She's reported difficulties in using the thermostat as a result of her visual impairment.

Here, BGSL has provided evidence demonstrating that the engineer that installed the thermostat on 5 November 2024 spent time with Ms N showing her how to use the new timer. The engineer confirmed to BGSL that they spent a significant amount of time at Ms N's property ensuring that she knew how to operate the new thermostat. Having stayed at her home for several hours, they said they were satisfied Ms N was comfortable in using the thermostat and its timer. I accept that evidence.

While Ms N has asked BGSL to alter the thermostat, it's confirmed that it's unable to do so. It states the thermostat was selected by Ms N and that she's been informed that the presence of the green light, which I understand she's concerned about, isn't a fault and is supposed to appear. I'm sorry to disappoint Ms N but I can't ask BGSL to replace the thermostat as it was chosen by her and isn't broken. It can't be altered either as this isn't possible. It follows that I'm satisfied BGSL acted fairly and reasonably in informing Ms N that it wasn't able to change the thermostat installed on 5 November 2024.

*The way in which BGSL dealt with Ms N's request that it provide detailed identification information for engineers ahead of visits*

I understand that Ms N has requested detailed identification information about engineers by post ahead of visits because she wants to be able to check their qualifications prior to the visit taking place. She's informed our investigator that she's keen to ensure that only qualified engineers attend her home, particularly when undertaking work in relation to electrics.

Ms N has cited the Equality Act 2010 when putting forward this request. She's anxious to ensure that any identification should be available to her in large print or a more visually suitable format to accommodate the reasonable adjustment that she requires as a result of her visual impairment. She's also provided a letter from RNIB in this regard

It's apparent that this issue has arisen because of concerns over the work undertaken at Ms N's property by two engineers who were appointed by BGSL. These engineers attended Ms N's home on 6 November 2024 and 9 January 2025. She contends they both made comments that they weren't qualified to undertake work on electrical elements. But I've already issued a jurisdiction decision, which explains that our service is unable to investigate and assess this complaint on Ms N's behalf because it arose from work which she'd privately funded and, as such, doesn't fall within our jurisdiction.

I can see that BGSL has shown empathy towards Ms N on the issue of providing identification information ahead of appointments. It's considered whether it can provide information about its engineers in advance of visits and the format in which any information can be shared to ensure that she isn't disadvantaged as a result of her visual impairment.

As our investigator explained in their view of this complaint, our service would expect a business to make a reasonable adjustment under the Equality Act 2010 to accommodate disabled individuals (for example providing information in alternative formats such as Braille or large print for those with visual impairments). Like our investigator, I've thought about how this could be facilitated here by BGSL.

It's said it's unable to provide detailed engineer identification information by post ahead of appointments due to the late assignment of engineers to jobs. And it's also explained that it doesn't have the capacity to supply identification information in such circumstances. I can see it recommended that Ms N request badge information during any visit.

In thinking about whether BGSL's response here is fair and reasonable I've taken into account that a large proportion of the jobs its engineers are allocated to attend are likely to be urgent in nature as a result of leaks and boiler breakdowns for example. I think it's reasonable for BGSL to say that jobs are likely to be allocated to engineers on the day of the appointment. I also bear in mind that engineers can change last minute as a result of delays with existing work or unexpected absence due to sickness.

In view of the way in which engineers are assigned to jobs by BGSL, I share our investigator's view that if BGSL had to provide the information requested by Ms N in the manner she's requested this could delay the engineer attending an urgent appointment. I'm satisfied overall that it was fair for BGSL to explain that it's unable to provide advance information by post about its engineers in such circumstances.

I'm also persuaded that it was reasonable for BGSL to suggest that Ms N asks any engineer attending her property for their name and ID so that she can contact the Gas Safe register to check if the attending engineer is Gas Safe registered. I don't think it would be fair to ask BGSL to take any further action to resolve this part of Ms N's complaint.

I mentioned in the background to this complaint that, within its final response to Ms N's complaints, BGSL cancelled her Repair and Cover policy and fully refunded the premium paid for that product. As work had been undertaken by BGSL under the policy, I'm satisfied that refunding the premium paid was a fair and reasonable response to this complaint. It's not something I'd have asked BGSL to do given that Ms N has benefitted from the policy by having work undertaken under it.

Finally, I understand that Ms N informed our investigator that she's unhappy BGSL didn't provide final response correspondence to her in large print. She said this impacted on her because she was unable to read the letter she received and had to ask people on the street to read it to her. I can appreciate that was distressing to Ms N. But, as our investigator correctly identified, this issue wasn't raised as part of Ms N's original complaint. So, I can't consider Ms N's concerns about this until BGSL has had an opportunity to investigate. I can see our investigator has recommended Ms N raise a new complaint with BGSL about this issue, which I think is good advice.

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

Julie Mitchell  
**Ombudsman**