

## The complaint

Mr S complains about the service he received from British Gas Insurance Limited (BGIL) under a HomeCare policy when he experienced issues with his boiler.

## What happened

Mr S held a HomeCare policy with BGIL, which covers a tenanted property that he rents out. Over the past 12 months, Mr S has made multiple complaints about various matters. BGIL stated that, prior to the current complaint raised by Mr S, it had registered seven previous complaints.

On 21 November 2024, Mr S asked BGIL to raise a complaint in relation to the information provided to him by an engineer. He raised additional complaints on 26 November 2024, 11 January 2025 and 14 January 2025 refuting an engineer's assertion that access hadn't been facilitated when they attended to assess the boiler when it stopped working. An engineer gained access to Mr S' rental property the following day and identified that a new hot water flow sensor was required to resolve the fault with the boiler. A further visit was required to undertake the repair, which was set down for between 3 and 6 pm on 23 January 2025.

On 23 January 2025, the appointment for the engineer to attend at Mr S' rental property to carry out the repair was rearranged. This led to the engineer attending later than planned. Mr S stated he received a telephone call from the engineer at 6:41 pm that evening to advise they were 5 minutes away. Mr S was very unhappy with this. He said this was well outside the planned appointment window, which he felt was a significant service failing by BGIL.

When the engineer arrived at Mr S' rental property, they replaced the hot water feed. They said the boiler was working when they left the property. But Mr S disputes that as he said his tenants later contacted him to explain that the boiler was broken.

Mr S initially tried to register a complaint about his boiler repair over the telephone. He said the service he'd received in relation to the repair of his boiler had caused significant distress and inconvenience to him and his tenants. He said he wasn't advised of the appointment rescheduling requirement. He was also unhappy with the multiple visits that had been required to resolve the issues with his boiler and said his tenants were left without a working boiler during cold winter months.

When Mr S asked to register his complaint, the call handler Mr S spoke with informed him that a complaint had to be made in writing and declined to log a complaint over the telephone on his behalf. So, no complaint reference was provided to Mr S.

Mr S telephoned BGIL the following day and spoke with a customer service agent who acknowledged that a complaint could be made over the phone and assisted him in logging his concerns. BGIL ultimately apologised and offered Mr S £150 in compensation to resolve his complaint about the service issues he'd experienced with his boiler. It explained that the engineer visit had been rearranged because of issues with the availability of engineers within Mr S' locality. But it refuted that the boiler hadn't been left in working order.

On 6 April 2025, Mr S raised an unrelated further complaint against BGIL. And on 15 May 2025, Mr S spoke with a BGIL representative about his unresolved complaints. At that stage there were three outstanding complaints. Mr S said that, during this telephone call, he was reassured by BGIL that it would deal with his remaining complaints separately. But it didn't do that and merged his three complaints and dealt with them together.

Subsequently, Mr S contacted BGIL to register three further complaints. One of these complaints related to BGIL's decision to merge his complaints and its refusal to register a complaint on his behalf during his telephone call on 23 January 2025. Our service issued a final decision on jurisdiction explaining why we were unable to investigate Mr S' concerns about BGIL's handling of his complaint.

Mr S also referred his complaint about the service he'd received from BGIL in respect of his boiler repair to us. Our service informed Mr S that we were able to investigate the merits of that complaint. And our investigator issued a view in which they explained why they were persuaded that the £150 compensation already paid to resolve Mr S' concerns was fair and reasonable. They thought this sum appropriately recognised the rescheduled engineer appointments, the time Mr S' tenants were without heating and hot water and the engineer arriving late. They didn't recommend upholding Mr S' complaint.

BGIL didn't respond to our investigator's view of this complaint. But Mr S did. He disagreed with our investigator's recommendation not to uphold his complaint and wanted a higher award of compensation. 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 Mr S experienced here. I know he feels very strongly about this matter and I appreciate the reasons he brought his complaint to our service. However, while I sympathise with Mr S, the issue that I must determine is whether BGIL made a mistake, or treated him unfairly, such that it needs to now put things right.

Within his complaint, Mr S has referred to the impact that the service provided by BGIL in relation to the boiler repair had not only on him but also on his tenants. I can see that our investigator has helpfully explained to Mr S that we can only consider the impact of what happened on him. He's the policyholder here; his tenants aren't. So they aren't eligible complainants. That said, I'm satisfied that any inconvenience and distress caused to Mr S' tenants as a result of the boiler not working would have impacted Mr S because, as their landlord, he'd have responsibilities to provide a working boiler and safe accommodation.

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 Mr S, BGIL and the 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 Mr S 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 Mr S, which explains why his concerns about complaint handling 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. This decision will focus on, and address, Mr S' complaint about the service he received from BGIL in relation to his boiler repair.

I've mentioned in the background to this complaint that there were several unsuccessful visits to Mr S' tenanted rental property. BGIL has stated that these visits were scheduled for 26 November 2024, 11 January 2025 and 14 January 2025. It contends that an engineer attended Mr S' rental property on those dates but was unable to gain access because no one was home. I know Mr S disputes this.

I can see from correspondence BGIL sent to Mr S about his complaint that it's accepted what he says about his tenants being home and available at the time of these visits. I'm therefore satisfied that there were opportunities to assess the boiler earlier that weren't taken up by the engineers that were dispatched to Mr S' rental property. It follows that it's likely, on the balance of probabilities, that the boiler could have been repaired sooner and that inconvenience and distress to Mr S in that regard could have been mitigated by BGIL.

When BGIL's instructed engineer gained access to Mr S' rental property on 15 January 2025, I'm persuaded that they promptly and appropriately identified that a part was required to resolve the fault with the boiler. That part wasn't immediately available to the engineer; it had to be ordered, which took some time to arrive. I'm satisfied that BGIL ordered the required part at the earliest opportunity. There's no evidence to demonstrate that BGIL's engineer could have attended Mr S' rental property any earlier than 23 January 2025.

I understand the frustration and distress that would have been caused to Mr S by the engineer attending late on the planned appointment date. I recognise that this was beyond the control of BGIL due to staffing shortages. However, set against that I bear in mind that Mr S received little notice of the rearranged visit. He didn't live at the property with the troublesome boiler. He'd therefore have had to either attend that property himself or ask his tenants to ensure they were available so that the rearranged boiler repair appointment could take place. And when that appointment window was protracted, this is likely to have required Mr S to change his plans and caused additional inconvenience.

I've no doubt that Mr S would have wanted the boiler to be repaired for his tenants. This all happened during the winter months when the temperatures would have been colder. While I'm satisfied Mr S proactively tried to arrange the repair of the boiler, it's clear that there was some delay as a result of earlier rescheduled appointments.

Mr S has refuted that the repair undertaken on 23 January 2025 was successful. He disputes that the boiler was in working order when the engineer left his rental property. However, set against that I've seen the job sheet completed by the engineer that attended Mr S' rental property on this date, which documents that the required defective part was replaced and the boiler was tested. Overall, I'm satisfied that prior to BGIL's instructed engineer leaving Mr S' rental property on 23 January 2025 the boiler was working.

While I accept BGIL's evidence that the boiler was working when the engineer left Mr S' tenanted property on 23 January 2025, I've also carefully considered Mr S' assertion that his tenants reported the boiler wasn't working. They had no reason to tell Mr S the boiler was broken unless that was the truth. However, having reviewed the available evidence I think

what most likely happened here is that the boiler broke after the engineer left the rental property. I say this because the job sheet records shared by BGIL indicate that the boiler was very troublesome. I understand that advice had been provided during visits about the safety of the boiler and requirement to replace it. It appears that following each visit to Mr S' rental property where there was a boiler fault reported, the boiler was repaired and then stopped working after the visit.

Mr S has indicated there were further visits by BGIL engineers to his rental property after 23 January 2025. But that isn't supported by the job sheet records provided by BGIL. I'm satisfied I've had sight of the full records. And I'm persuaded that, had there been further visits, these would have been itemised within the records shared by BGIL. Of significance, following the visit by BGIL's engineer on 23 January 2025 no further visit to Mr S' rental property is recorded until 22 June 2025 when the system was bled and safety and efficiency advice was provided.

As I explained in the background to this complaint, BGIL accepted that the service provided to Mr S in relation to the repair of his boiler fell below the standard it strived to deliver. It paid him £150 in compensation to resolve his concerns about that. I mentioned that Mr S doesn't feel this is commensurate with the trouble and upset he experienced. So, I've carefully considered whether the amount offered by BGIL is fair and reasonable.

Our service isn't here to punish businesses. To put matters right, I'd have asked BGIL 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 Mr S suffered financially because of what happened. He hasn't told our service that he had to accommodate his tenants elsewhere while the boiler wasn't working or that he appointed an independent contractor to inspect and repair his boiler. 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 Mr S 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 £150 is a fair and reasonable amount of compensation that reflects the trouble and upset Mr S would have experienced here as a result of the errors I've identified. 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 BGIL to increase the amount it's already offered.

I understand that Mr S feels strongly about the issues raised in this complaint and I've carefully considered everything he's said. But, based on what I've seen, I think BGIL has acted fairly and reasonably in how it dealt with Mr S' complaint. This now brings to an end what we, in trying to resolve his dispute with BGIL, can do for him. I'm sorry we can't help Mr S 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 Mr S to accept or reject my decision before 8 January 2026.

Julie Mitchell  
**Ombudsman**