

## **complaint**

Mr D complains about the service he received from British Gas Insurance Limited (BG) when his boiler broke down.

## **background**

Mr D has a HomeCare Two policy with BG which provides cover for his boiler, controls and central heating and provides an annual service.

On 17 January 2019, BG performed the annual service on his boiler. It needed a new heat exchanger and this was fitted on 21 January.

On Thursday 31 January, Mr D noticed that the boiler had stopped working overnight. He contacted BG and an engineer's visit was booked for the following day.

An engineer attended at 11.00 on Friday 1 February and carried out a repair. Unfortunately after the engineer left the boiler broke down again. Mr D tried to call the engineer who had visited earlier but after he was unable to contact him, he called BG and explained that his daughter's health made her vulnerable and he needed a priority appointment.

Mr D says BG confirmed that an engineer would attend again before 20.00. At 18.00 the engineer called to say he was on his way. When he didn't arrive, Mr D called BG at 19.30 and was again told that the engineer was on his way. When the engineer still hadn't arrived by 20.30. Mr D phoned BG again and was told the appointment had been cancelled and had been rescheduled for the following day. Mr D says BG gave him another priority appointment with a commitment to an engineer's visit before 06.00 on 2 February. However an engineer arrived at 23.00 on 1 February and left at 23.30 with the boiler working.

On Saturday 2 February, Mr D woke to find the boiler had stopped again. He was given another priority appointment and an engineer arrived at 09.00. He changed the printed circuit board and left at 10.00 with the boiler working again.

At 11.00 the boiler broke down again. Mr D contacted the engineer who had visited earlier that morning who told him that a part was needed which would have to be ordered and therefore wouldn't be available until the following Monday, 4 February. It would need to be obtained from a supply depot in Leicester, which was a long distance from Mr D's home. BG said it would "cost a fortune" to courier it on a Saturday/Sunday and wasn't something it would do.

On 04 February 2019, Mr D was told that the part had arrived but was incomplete and so couldn't be fitted. After Mrs D phoned BG, BG established that the part could in fact be fitted. The appointment went ahead and the repair was completed.

Mr D says that BG agreed to give him compensation at various points, culminating in an offer of £110 compensation which it says factored in all the inconvenience Mr D experienced. Mr D has rejected this, but BG confirmed it's the most it can offer him.

Mr D wasn't satisfied with the level of service he'd received from BG and the fact that he'd been without hot water and heating from Thursday to Monday with a child with a health condition. BG accepts that Mr D had experienced two broken appointments, two unproductive appointments and associated inconvenience. It said that it would've expected

the parts to have been fitted at the visit on 1 February and everything working by 3 February. But it said it wasn't able to offer him more than £110 compensation. BG's records show that this sum was paid to Mr D on 12 February 2019.

Dissatisfied with BG's response to his complaint about the service he'd received, Mr D brought his complaint to this service. Our investigator considered that BG had responded within reasonable timescales, and that its offer of £110 compensation was fair in the circumstances.

Mr D doesn't agree with our investigator's view, and has asked that his complaint be considered by an ombudsman.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm not going to uphold Mr D's complaint and I'll explain why.

I should start by saying that I can fully appreciate the inconvenience and discomfort that Mr D and his family experienced following the breakdown of their boiler. But I have to consider whether what BG did to put things right was reasonable or not in the circumstances.

On 1 February, when a BG engineer attended for the first time, the visit was an unsuccessful one as the boiler broke down again shortly afterwards. Mr D couldn't contact the original engineer and had to chase BG for a second visit. Although the scheduled arrival times weren't met, and he was told that a scheduled visit was cancelled, a second engineer did arrive at 23.00, according to Mr D's timeline, and got the boiler working again.

Unfortunately this was also an unproductive visit as the boiler broke down again, but another BG engineer attended at 09.00 the following morning and got it working again. But this was also an unproductive visit, as the boiler then broke down yet again and so the engineer ordered a new part. As this was a Saturday, the part wouldn't be available until the following Monday as it had to come from a depot some considerable distance away. I don't think that it's unreasonable for a part not to be immediately available. It would be available the next working day.

Mr D then says that on 4 February BG told him that the part was missing an element and so it wouldn't be able to fit it until the following day. But after Mrs D had phoned BG and reminded it that their daughter had a health condition, BG was able to say that the part could in fact be provided and fitted that same day. I can't speculate as to why BG was able to provide a part that same day when it had earlier told Mr D that it couldn't.

I don't think that BG's response times were unreasonable. Mr D received two visits the day after his initial call on 31 January, and one visit the following day. A part that was ordered on a Saturday was supplied and fitted on the next working day.

However I agree with Mr D that there were some service failings by BG. In particular, engineers couldn't be contacted, appointments weren't met at the scheduled times, and information given to Mr D wasn't necessarily correct. I think that it's appropriate that he receive some compensation for the fact that he had to keep chasing BG for engineers to visit and to ensure that his case was treated as a priority. As to how much is reasonable in the

circumstances, BG says that it can't offer more than £110, and Mr D doesn't think this is enough.

Whilst I accept that Mr D would've been very concerned to get his boiler fixed as soon as possible, and particularly because of concern for his daughter's health, I think that the compensation that BG has offered is reasonable in the circumstances. The trouble and upset experienced by Mr D was confined to a short period of time, and BG did attend three times in 24 hours to attempt to fix the boiler. I don't think that it's reasonable to require BG to pay compensation for the fact that it wasn't able to obtain a part on a Saturday, which delayed the final repair until the following Monday. I think £110 is reasonable to reflect the inconvenience Mr D experienced from BG's engineers not attending until 1 February, not attending on scheduled times for the second visit needed on that date, and for three visits being necessary before the cause of the problem was identified.

### **my final decision**

For the reasons I've given above, I'm not upholding Mr D's complaint and I don't require British Gas Insurance Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 18 March 2020.

Nigel Bremner  
**ombudsman**