

complaint

Miss S complains about poor claims handling by British Gas Services Limited ("BGS") when her central heating boiler broke down and she called on BGS under her home emergency policy.

background

Miss S initially had a problem with the fan on her central heating boiler, and she contacted BGS, initially online, under her policy. There is some disagreement as to when this was. Miss S says the problem and initial visits were between 4 and 12 January 2017. BGS's records say it was between 18 and 22 November 2016. It seems that at this stage the fan assembly was replaced and a new printed circuit board (PCB)/control panel was fitted.

The boiler stopped working again on 14 January 2017. A BGS engineer called and found the heat exchanger had blown. A large number of parts needed to be ordered. It took two more visits before the boiler was working again.

The boiler failed again on 1 February 2017, and an engineer came the next day. This time an intermittent fault was found. He returned on 6 February and replaced the wiring harness, having spoken to the manufacturer. However on 13 February, the boiler failed again. An engineer attended the next day. He thought the fault lay with the PCB, but arranged for the manufacturer's engineer to visit. The manufacturer's engineer visited on 16 February and replaced the PCB, which cured the problems. He told Miss S that the wrong PCB had been fitted.

Miss S complained to BGS that, in summary:

- the problems had taken far too long to resolve – she had little or no heating for nearly a month;
- BGS's engineers didn't seem to know what they were doing;
- they had fitted the wrong PCB – she thought this might have contributed to the later problems;
- there were at least seven visits or missed visits which meant she or a member of her family had to take time off work. In her case she had to use two days' holiday entitlement at an equivalent cost of £615;
- BGS should have brought in the manufacturer's engineer sooner; and
- at one stage she was told to have an outside pipe lagged, which she didn't think made any difference.

BGS said nearly two months elapsed between the fan and PCB being fitted and the heat exchanger failing. The manufacturer had told it that the appliance components, like the heat exchanger, were the same across its range, and so the wrong PCB being fitted wouldn't have any effect on them.

It acknowledged that the number of visits required was excessive. Miss S had been let down and a manufacturer's visit could have been arranged earlier. It offered compensation of £210 in view of the number of visits, including broken appointments, and the distress and inconvenience Miss S had suffered.

Our investigator recommended that this complaint should be upheld. He agreed with BGS that the problems could have been resolved sooner. He didn't think its offer of £210 was

reasonable for the trouble and upset Miss S experienced. He recommended BGS should pay a total of £400 to Miss S for the inconvenience caused. This took into account the unnecessary visits to her home, as well as the loss of heating and hot water whilst the boiler didn't work.

Miss S thought she should also receive the cost of her lost days' holiday, because the purpose of her policy was to restore her position if a problem occurred. However the investigator didn't think this was covered by her BGS policy, which was intended to put right problems with her boiler. He thought £400 was a fair reflection of the inconvenience she had suffered.

Neither Miss S nor BGS accepted the investigator's recommendation. So this complaint has been passed to me to issue a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

There are some differences between what Miss S says happened, and when it happened, and what the records of BGS made at the time say. But I think that on the main points they agree.

I asked BGS if it was possible for the notes, and in particular the dates, on its system about the initial problem with the fan to have been altered. It says that once entered they can't be altered or amended in any way. That being so, I find that:

- it's more likely than not that the initial repair to the fan, and replacement of the PCB, happened in November 2016, as recorded in BGS's system;
- based on what the manufacturer has told BGS, it's unlikely that the problems with the boiler which occurred some two months later in February 2017 resulted from the November repairs;
- BGS took too long in February to resolve the problems which arose then. It should have involved the manufacturer sooner. The number of visits arranged was excessive, which meant Miss S and members of her family had to arrange to be present, and had to take time off work which wasn't paid; and
- when a boiler breaks down some disruption will inevitably arise, particularly when the breakdown is significant. However the compensation BGS suggested of £210 doesn't properly reflect the trouble and upset its conduct of the claim caused Miss S.

The policy doesn't include cover for lost wages. And it isn't our practice to require these to be reimbursed where extra visits are required. However in reaching my decision, I have taken the two days' holiday Miss S has lost into account. All in all I think that compensation of £400 properly reflects the extra trouble and upset BGS's poor complaint handling caused Miss S.

my final decision

My decision is that I uphold this complaint and order British Gas Services Limited to pay Miss S compensation of £400, inclusive of the £210 it has already offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 31 July 2017.

Lennox Towers
ombudsman