

## **complaint**

Mr and Mrs F have complained about the service provided by British Gas Insurance Limited in relation to a central heating insurance policy.

## **background**

Mr and Mrs F contacted British Gas on 28 February 2018 as their boiler wasn't working. The first available appointment was not until 5 March 2018 and British Gas said they would also complete the annual service at the same time. It was 18 months since the last annual service had been done. The next day, Mr and Mrs F complained about having to wait that long but British Gas told them it had to prioritise vulnerable consumers, as the weather was extremely cold and could not come out any sooner.

An engineer attended on 5 March 2018 and serviced the boiler, but Mr F had managed to get the boiler working the day before and the engineer couldn't find a fault. It was agreed that no excess would be charged, as no repairs had been needed.

At the end of April 2018, Mr and Mrs F contacted British Gas, as the boiler had stopped working again. British Gas told them it would attend the next day but no one attended. British Gas rescheduled the appointment for the next day and offered £30.00 compensation for the missed appointment. An engineer attended on 26 April 2018 and diagnosed a part needed replacing, which was fitted the following day. I understand there have been no further problems with the boiler since then.

Mr and Mrs F are unhappy with the service provided to them. They are unhappy that they were to be charged an excess for the April visit when this was the same problem from March which the engineer failed to identify; the delay in carrying out the annual service and then carrying this out as part of a repair visit. They also say they had been pressured to close the complaint and that the £30.00 compensation offered was conditional on the complaint being closed.

British Gas apologised and agreed to waive the excess, as the April 2018 claim was a continuation of the visit in March 2018 for which the excess was waived as it was done as an annual service. British Gas also acknowledged that the complaint hadn't been handled correctly. It offered a further £150 compensation.

Mr and Mrs F remain unhappy and say the compensation offered doesn't fully reflect the problems they experienced, especially the five days without heating and hot water. They have asked for a letter of apology and an explanation as to why he could not be paid the compensation offered, pending final resolution of the complaint.

One of our adjudicators looked into the matter. He recommended that British Gas pay an additional £120 compensation, to reflect the delay in attending to the initial claim; the undue pressure to close the complaint; and the missed appointment.

Mr and Mrs F accepted the adjudicator's assessment but British Gas did not. The complaint has therefore been referred to me. British Gas says it agreed to waive the excess even though a repair was carried out. The fault wasn't apparent at the first visit and it didn't fail again until six weeks later. There's no evidence that the first engineer should have done anything different at the first visit. British Gas offered to increase the compensation already offered by £50 but considers the amount recommended by the adjudicator to be excessive.

### **my findings**

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

Mr and Mrs F took out his policy to provide prompt assistance in the event they were left without heating or hot water. I can understand their dissatisfaction therefore when they found themselves in that very situation and were told they would have to wait five days before an engineer could attend.

British Gas is expected to prioritise vulnerable consumers and there are occasions when it can't provide the response that would normally be expected for other consumers. However, this did mean that Mr and Mrs F were without heating and hot water for around four days in extremely cold weather.

Mr and Mrs F suggest that the first engineer that attended should have been able to diagnose the problem with the boiler and this would have meant the second breakdown and call out wouldn't have been necessary. I can understand their concern about this and it doesn't appear that any attempt was made to find out what had caused the original breakdown. However, having said that and in the absence of any convincing expert evidence, it is difficult to conclude that the engineer should have known what the fault was and that a part was needed on that first attendance, given that the boiler was working when he arrived and he carried out a service.

However, Mr and Mrs F were without a working boiler again and this was also for longer than should have been necessary, as British Gas didn't attend the scheduled appointment on 25 April 2018. I can also see that there were occasions where they were pushed to agree to the complaint being closed, without a resolution to all the issues. Mr and Mrs F's boiler was also not serviced for 18 months. There is no evidence to suggest that this was in breach of any policy terms but again, I can understand their concern that there was such a long gap and that it was serviced only after it broke down.

I don't intend to ask British Gas to write to Mr and Mrs F with any further apology. Any such apology, given only because I have directed it to do so, will not be sincere. British Gas has waived the excess fee, which I consider to be reasonable. I consider this together with the total compensation of £300 recommended by the adjudicator to be appropriate having had regard to all the circumstances.

**my final decision**

I uphold this complaint against British Gas Insurance Limited and require it to pay a total of £300 compensation (to include the £180 already offered before the complaint came to us) for the distress and inconvenience caused by its handling of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs F to accept or reject my decision before 1 March 2019.

Harriet McCarthy  
**ombudsman**