

complaint

Mrs A complains about the failure by British Gas Insurance Limited ("BGI") under her home emergency insurance policy to identify and remedy faults on her central heating boiler.

background

Mrs A had a home emergency insurance policy with BGI covering her central heating boiler. At the beginning of November 2018 she called on BGI under her policy because of a fault in her boiler. The boiler wouldn't come on automatically at the set times. Instead she had to start it manually every time. This meant, for example, that if she was out of the house she would come back to a cold house.

BGI sent an engineer. He renewed a switch, which he said had cured the fault. A week later the fault reappeared, and BGI sent another engineer. He said a different switch needed to be replaced. He returned two days later and fitted the new switch. BGI's case notes say that after this the boiler was firing on demand.

Some three weeks later the fault occurred again, and BGI sent a third engineer. He reset the boiler and it worked properly. He couldn't identify what was causing the problem. A week later the fault occurred again and the third engineer returned. This time he thought a new circuit board might solve the problem. If that didn't work, Mrs A might need to buy a new boiler.

The third engineer returned two days later and fitted the new circuit board. His notes say that after this the boiler was working properly. But after a couple of days the fault reappeared.

Mrs A complained to BGI about the failure of its engineers to find and rectify the fault. She wanted BGI to refund the annual cost of her policy - £331.52 - and then cancel it, because of the poor level of service she had received.

BGI didn't accept her complaint. It said the fault was complex and difficult to diagnose. It offered to send a senior engineer to try to resolve the problem, and offered compensation of £150 for the inconvenience Mrs A had experienced. Mrs A didn't accept this offer and complained to us.

BGI told our adjudicator that Mrs A's boiler was quite old, manufactured sometime between 1995 and 2000. This could make repairs more difficult to carry out. It also meant Mrs A didn't qualify for a free replacement boiler under her terms and conditions if BGI couldn't repair it. BGI said it had been advising Mrs A since 2015 to consider replacing her boiler because of its age.

Our adjudicator recommended that this complaint should be upheld in part. She didn't think it was fair to require BGI to refund the whole annual cost of the policy because Mrs A had received services under the policy.

When Mrs A complained, BGI had offered to send a senior engineer to try to find and cure the fault. Mrs A had declined this offer because she was unhappy with the number of appointments she had already had without the problem being solved.

The adjudicator thought a senior manager at BGI should have become involved sooner, and he should have offered to send senior engineer at an earlier stage. BGI said its normal

practice was for a senior manager to become involved after more than three engineer visits. If this had been done, she thought the issues with the boiler could potentially have been resolved, or at least Mrs A would have known sooner that she needed to replace her boiler.

The adjudicator recommended that BGI should now send a senior engineer to assess Mrs A's boiler as soon as possible. If BGI determined the boiler couldn't be repaired, it should tell Mrs A so that she could consider replacing it. BGI should also pay Mrs A a further £100, in addition to the £150 it had already offered, to compensate Mrs A for the inconvenience she had suffered with the defective boiler during November and December 2018.

BGI didn't accept the adjudicator's recommendation. It said that at no stage was Mrs A without heating or hot water, although it was clear she suffered a degree of inconvenience because it wasn't coming on automatically.

It said intermittent faults were very difficult to identify, and would result in more visits compared to a routine breakdown. In the time from when the fault first appeared there were visits on four separate occasions following the fault being reported. Sometimes the boiler was working when the engineer arrived. And on each occasion the engineer left the boiler working. Because of this it wouldn't automatically show up on BGI's systems as requiring a service manager's attention.

Mrs A had declined a visit from a senior engineer when this was offered. Mrs A had cancelled her policy some three months ago. So BGI didn't think it should now provide a senior engineer's visit. It thought its original offer of £150 compensation was fair in view of the service provided and the frustration Mrs A encountered.

The adjudicator accepted that as the policy had been cancelled, it was no longer appropriate for a senior engineer to visit Mrs A. However BGI had acknowledged that its usual practice was for a senior manager to become involved after more than three engineer visits. So she still thought a senior manager should have become involved sooner, and that compensation of £250 altogether was appropriate.

As BGI didn't agree with the adjudicator's view, this complaint has been passed to me to issue a 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. Having done so, I find that I have come to the same conclusions as the adjudicator, and for broadly the same reasons.

Mrs A's frustration arose from multiple visits by three different engineers over a short period for the same fault which they were unable to identify and cure. Whether or not BGI's systems were set up to pick this up, by the time the third engineer became involved I think the situation should have been obvious to him from BGI's records, and so he should have referred it to a senior manager.

Although Mrs A was able to start the boiler manually, she suffered discomfort for some time during a winter period, and distress and inconvenience because of the multiple, and ultimately unsuccessful, engineer visits. All in all, I think £250, inclusive of the £150 BGI has already offered, is appropriate compensation for this.

my final decision

My decision is that I uphold this complaint, and order British Gas Insurance Limited to pay Mrs A compensation of £250 (inclusive of the £150 it has already offered) as compensation for its poor service, and the distress and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 13 December 2019.

Lennox Towers
ombudsman