

## **complaint**

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

## **background**

Mr and Mrs C held a policy with British Gas for a number of years, since the boiler was installed. As part of the cover, their boiler was serviced each year by British Gas, most recently in July 2017. When their policy came up for renewal in January 2018, Mr and Mrs C decided to change to a new provider. The new provider carried out an inspection of their boiler and found that a sensor pipe had twisted and broken; it had wrapped and reattached with duct tape.

Mr and Mrs C complained to British Gas, as they say this must have been done by one of its engineers, or not spotted the broken part during any one of the annual services. Mr and Mrs C are concerned that their boiler was left unsafe as a result. In addition, they were without heating and hot water as the gas had been disconnected until the boiler was repaired.

British Gas arranged for an engineer to attend and he confirmed that the part was broken. British Gas said that the part required was now obsolete and so the boiler would have to be replaced. British Gas offered a £700.00 discount on a new boiler.

Mr and Mrs C remained unhappy and brought the complaint to our service when they didn't receive a response from British Gas. British Gas told us that it would offer £30 compensation for the delay in responding to Mr and Mrs C.

In the meantime, they were able to get their own engineer to find the part and repair the boiler. However, they were without heating and hot water for almost three weeks. This was extremely inconvenient and, due to a medical condition which is affected by the cold and stress, Mrs C had to stay with her daughter.

One of our adjudicators looked into the complaint. He considered that it should be upheld, as he was satisfied that British Gas either should have noticed the broken part or had caused it itself as no other engineers had worked on the boiler. He recommended that British Gas reimburse Mr and Mrs C for the cost of the repair; and pay £300 compensation for the distress and inconvenience caused by not having heating and hot water while the repair was done and the failure to respond to their complaint.

## **my findings**

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

British Gas had serviced the boiler for a number of years – since it was installed - and covered it until shortly before the broken part was found. If it was broken during the installation of the boiler then I'd have expected it to have been noticed during one of the services. It is likely therefore that this was broken by one of British Gas's engineers.

In any event, British Gas did intend to carry out the repair but said the part was obsolete and offered a discount on a new boiler as an alternative. In the circumstances therefore I agree with the adjudicator that it should reimburse the private costs incurred by Mr and Mrs C in

having it repaired, together with interest at our usual rate. Mr and Mrs C have provided a copy of the invoice showing this cost them £138.

I also agree that some additional compensation is warranted. Mr and Mrs C were without heating and hot water for almost three weeks and this would have caused considerable inconvenience, especially for Mrs C. Mr and Mrs C were also understandably concerned about having been left with a boiler that was apparently unsafe. British Gas also failed to respond to the complaint properly, including once it was with us and Mr and Mrs C were required to sort out their own repair. Even if British Gas didn't cause the damage, this inconvenience could have been mitigated if it had been noticed at an earlier service appointment. However, for the reasons set out above, I am satisfied it's more likely than not that it did cause the damage. Having considered everything I agree with the adjudicator that the sum of £300 is appropriate to compensate for this.

### **my final decision**

I uphold this complaint against British Gas Insurance Limited and require it to:

- Reimburse Mr and Mrs C for the cost of repair of their boiler, together with interest at 8% simple per annum from the date they paid for the repair to the date of reimbursement; and
- Pay Mr and Mrs C £300 compensation for the distress and inconvenience caused by this matter. This is in addition to the £30 already offered and which should also be paid if it hasn't already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs C to accept or reject my decision before 15 March 2019.

Harriet McCarthy  
**ombudsman**