

complaint

Mrs K complains about the level of service and information provided by British Gas Insurance Limited ('British Gas') when her boiler broke down.

background

Mrs K held a HomeCare insurance policy, provided by British Gas, covering the service and repair of her boiler and central heating system.

Mrs K contacted British Gas on the Saturday of a bank holiday weekend in 2018 because her boiler had broken down. The weather was very cold at the time and Mrs K's pregnant daughter was staying with her but British Gas said Mrs K couldn't have an emergency appointment as she didn't meet its criteria.

An engineer's appointment was arranged for three days later. When the engineer looked at Mrs K's boiler he said he couldn't repair it as one of the parts needed was obsolete. The engineer asked if Mrs K wanted a quote for a new boiler. But the next available appointment for Mrs K to be given a quote was in two days' time and British Gas couldn't guarantee to accommodate Mrs K's request for an appointment after 5.30pm.

In the meantime Mrs K arranged for two independent engineers to inspect her boiler. They said the part needed was not obsolete and could be obtained but would be expensive.

Mrs K complained to British Gas about the delay in appointment times and the advice she'd been given by British Gas's engineer. Mrs K also said she'd cancelled her insurance policy but British Gas should have pro-actively offered to do this as she no longer had a boiler to service.

British Gas looked into Mrs K's complaint. It said her comments about the service she'd received from its advisors on the phone and the shortage of appointment availability were justified and paid £25 compensation in recognition of this. But British Gas said Mrs K had been told previously that her boiler was on a reduced parts list and her boiler was not in a condition which would make repairs possible.

As Mrs K remained unhappy, she brought her complaint to this service. Our investigator looked into what had happened, including some additional points Mrs K raised about the price of her policy. Our investigator didn't uphold Mrs K's complaint.

Mrs K didn't agree, so the complaint has been passed to me to decide.

my findings

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

The role of the Financial Ombudsman Service is to impartially consider individual complaints where a customer thinks they have lost out financially because of a business's actions. If we think a business has done something wrong, we can also award compensation to a customer for the impact the mistake has had on them. But we can't punish or fine a business through our awards. We aren't a regulator, so we can't make general recommendations about how a business trains its staff, how its departments communicate with each other or how a business should run its internal operations.

I can understand why Mrs K was unhappy with British Gas's delay in providing her with an appointment slot when she called to report her boiler was broken. Mrs K has said the breakdown took place during a severe cold-snap and I can appreciate Mrs K would have been worried as she had her pregnant daughter staying with her.

The terms and conditions of Mrs K's policy don't guarantee that an appointment will be arranged within any specific timeframe. But I'd expect British Gas to attend to such a situation fairly promptly and without any excessive or unreasonable delay.

Being without a working boiler will inevitably be inconvenient and frustrating, but I don't think a delay from reporting a problem on the Saturday of a bank holiday weekend to receiving an appointment on the following Tuesday, the next working day, is excessive or unreasonable.

British Gas is entitled to decide which customers it wishes to prioritise as vulnerable taking into account the availability of its engineers. Generally I'd expect this to include customers who are elderly or customers who have small children in the house. I understand why Mrs K may have considered herself to be in an emergency situation but I don't think it was unfair of British Gas to refuse to give Mrs K a priority appointment in the circumstances.

Mrs K is also unhappy because of the delay in being offered an appointment for a quotation for a new boiler and with the timing of the appointment slots she was given for this. But offering Mrs K a quote for a new boiler isn't something that's covered under British Gas's insurance contract with Mrs K. Arranging for a quotation for a new boiler to be given by another company within the British Gas group is an extra option which British Gas was giving Mrs K, outside of its obligations under her insurance policy.

Nonetheless, British Gas has acknowledged the service provided by its advisors over the phone – and the shortage of appointment availability – falls below the standards it sets for itself and has paid Mrs K £25 compensation. I think this was a fair response from British Gas in the circumstances.

Turning to Mrs K's complaint about the information she was given about the availability of parts for her boiler, the terms and conditions of her policy say:

'If we've agreed to cover a boiler or appliance but warned you that it might be difficult to find spare parts, we'll do what we can, within reason, to repair it.'

British Gas has said Mrs K's boiler ceased production in 1998 and the part needed to repair the boiler stopped being made in 2011. Mrs K's boiler was over 20 years old at the time of the 2018 claim and British Gas's records show engineers had advised Mrs K her boiler was on a reduced stock list for parts on a number of occasions starting in 2011. British Gas's notes also show Mrs K was told she needed a new boiler at least twice before the 2018 claim.

British Gas's engineer's notes from the 2018 claim say *'unable to obtain part'*. But when Mrs K appointed independent engineers, they said the parts could be obtained but would be costly.

While I appreciate there's a difference between a part being unavailable and a part being costly and/or difficult to find, I don't think British Gas intentionally misled Mrs K. Even if I accept that British Gas gave Mrs K incorrect information by telling her the part needed to

repair her boiler wasn't available at all, I don't think this made any difference to the situation Mrs K was in.

It wouldn't be fair to require British Gas to repair a boiler unless it is economically reasonable to do so. And I note Mrs K ultimately had her boiler replaced and not repaired anyway. So, I don't think Mrs K has lost out financially.

I've considered the question Mrs K has raised about why the cost of her insurance policy was increasing every year if her boiler was on a reduced parts list. I've reviewed the evidence British Gas has provided to us about how this policy was priced. I'm satisfied Mrs K's policy premiums were calculated fairly and in line with what other customers in similar circumstances would have been charged taking into account things like boiler type, property attributes, geographical location and claims history.

I don't think Mrs K had less of a benefit from her policy because her boiler was on a reduced stock list for parts. British Gas was continuing to service Mrs K's boiler annually and Mrs K still had the benefit of cover if she needed to make a claim. It may have been possible for other boiler parts to be sourced or for other problems with the boiler or central heating system to be fixed. I can see from British Gas' notes that Mrs K did make a successful claim in 2016.

Mrs K has raised a number of additional points about the overall level of service British Gas provided to her.

Mrs K has gone into detail about comments she says were made by a British Gas employee about the independent engineers who she'd arranged to attend. While I accept any such comments may have caused annoyance, I don't think the impact of this on Mrs K warrants asking British Gas to pay her additional compensation.

I agree with Mrs K that it would seem sensible for British Gas to have cancelled her insurance policy in these circumstances. The terms and conditions of Mrs K's policy allow British Gas to cancel the contract if it can't find the parts it needs to repair a boiler. It may have been helpful if British Gas had arranged to cancel Mrs K's policy automatically after its engineer had reported its findings back to it. But businesses of this size will generally have different departments for different functions and by the time Mrs K complained to British Gas, she'd already arranged to cancel the policy herself.

I can understand why receiving follow-up calls about appointments and surveys after the 2018 claim would have been frustrating for Mrs K and I also understand Mrs K is also unhappy with how her complaint was handled by British Gas. But, as I've already mentioned, it's not within my remit to tell British Gas how I think its departments should communicate with each other or to make recommendations about how it trains its staff.

I'm sorry to disappoint Mrs K but I think the £25 which British Gas has already paid is fair and reasonable compensation for any errors it has made in this case. I won't be recommending that British Gas should do anything more.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 16 January 2020.

Leah Nagle
ombudsman