

## **complaint**

Ms W has complained about the service British Gas Insurance Limited provided when her boiler broke down.

## **background**

Ms W had held a home emergency insurance policy with British Gas on and off since 2012. In March 2018 Ms W reinstated the policy and later reported a problem with her boiler – she was without hot water. So, British Gas sent an engineer to inspect it. The engineer who inspected the boiler told Ms W it couldn't be covered under the policy because it was obsolete.

Ms W complained that the engineer had been rude and aggressive. So, British Gas arranged for another engineer to attend. However, this appointment was later cancelled in light of the earlier engineer's comments about the boiler being obsolete. This happened again and following this British Gas wrote to Ms W in April 2018 to advise the policy had been cancelled as it couldn't provide cover for her boiler. During this time it had also made several compensation payments for the cancelled appointments.

Ms W complained about the service. She said British Gas had rebooked appointments and cancelled them at short notice. She said the first engineer had become abusive in front of her children and told her the boiler had been obsolete since 2012. So, she thought her premiums should be refunded as she hadn't had the benefit of cover. Ms W also said because of the service provided, she couldn't make other arrangements to have the boiler fixed. This meant she'd been left without hot water for longer than necessary.

British Gas agreed the service had fallen short and paid £50 compensation, in addition to other compensation that had been paid when Ms W first complained. It also agreed to refund the premiums paid since Ms W had reinstated the policy in March 2018. Ms W remained unhappy and referred her complaint to our service.

Our investigator upheld the complaint. She thought British Gas should pay a total of £600 compensation, including what had already been paid. But she didn't think Ms W should receive a full refund of premiums since 2012, this was because the policy provided a number of other benefits and Ms W had also made some claims during this time. So, the investigator thought the offer to refund the premiums from March 2018 was fair.

Ms W accepted the recommendation but British Gas didn't respond.

I informed British Gas that I agreed with the investigator's view. It responded saying it shouldn't have continued to book appointments, but as Ms W was made aware from the first appointment that it couldn't cover the boiler it thought the compensation already offered was fair. As no agreement could be reached, I'm now providing my 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. Having done so, I'm upholding it.

British Gas accepts that the service provided fell short. It agrees that it shouldn't have continued to rebook appointments for Ms W as it was aware from the outset that it couldn't

cover her boiler. But it says that Ms W was also aware of this from the outset. It says despite knowing this she continued to call and arrange appointments. Overall, it considers that the payments made to Ms W, totalling £234.66 represents fair compensation for the trouble and upset caused.

I've considered the matter carefully, but I don't think British Gas' records demonstrate that Ms W ignored the advice of the engineers. The records I've seen show that when Ms W first called to complain, it was about the service the engineer provided – she believed he'd been rude and aggressive. By way of apology, British Gas booked another appointment. So, I don't think it's the case that Ms W refused to accept what she was told and instead kept requesting appointments.

British Gas accepts that it continued to rebook appointments when it shouldn't have. In my view, this suggests the notes held on the file about Ms W's boiler were inadequate. Had they clearly explained Ms W's boiler couldn't be serviced or repaired, I don't think the agents Ms W spoke with would've agreed to book further appointments.

Overall, I don't think that the sum British Gas has offered to compensate Ms W is fair and reasonable in the circumstances. It's clear to me that repairing the boiler was a priority for Ms W as she had young children to look after. So, if British Gas had made it clear when it first attended on 21 March 2018 that it couldn't cover her boiler, and then reinforced this message when Ms W called to complain, I'm satisfied she would've made other arrangements to either fix or replace it much sooner.

Instead, Ms W was given conflicting information and had to wait in for several appointments, some of which were cancelled at short notice, all the while without hot water. This was over a period of around two weeks during extremely cold weather and snow, with temperatures at times below freezing. I don't doubt that this caused her significant trouble and upset.

For this reason, I think British Gas should refund the premiums Ms W has paid for the policy since March 2018 and pay a total of £600 for the trouble and upset caused. British Gas can deduct the compensation payments already made from this sum.

### **my final decision**

For the reasons set out above, I'm upholding this complaint.

British Gas Insurance Limited should pay Ms W total compensation of £600 for the trouble and upset caused by the service it provided. It should also refund any premiums paid since 1 March 2018.

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

Hannah Wise  
**ombudsman**