

complaint

Mr S complains about the service he received from British Gas Insurance Limited (BG) when it wasn't able to repair his boiler as the model wasn't on its service list.

background

Mr S has for a number of years had a HomeCare policy from BG. In 2017 he had a new boiler fitted, and he assumed it would be covered by his HomeCare policy.

In July 2018, the boiler developed a fault. The central heating was coming on whenever his hot water came on. This was leading to excessive energy bills during the summer.

A BG engineer attended on 21 July 2018. He diagnosed a faulty diverter valve but he wasn't able to replace this as Mr S's model of boiler wasn't on BG's service list for maintenance or spares at that time. He classed the boiler as "at risk" and advised him not to use it. Mr S says the engineer recommended that he contact the boiler's manufacturer to have it repaired under warranty.

Mr S contacted the boiler manufacturers. They asked for a report from BG regarding the fault, and the name and registration of the gas fitter who'd fitted and commissioned the boiler. BG initially provided an email but it didn't state BG's diagnosis of the fault. Mr S tried to find out details of the fitter's registration.

BG's records show that on 15 and 24 August 2018 it was noted as urgent that Mr S wanted details of the engineers visit on 21 July. They also show that on 27 August Mr S contacted it again to tell it he still needed something from it confirming what the fault was.

Mr S still hadn't received anything from BG by 8 October, so wrote to chase for a response. Mr S raised a complaint with BG and BG's records show that on 4 December 2018 it phoned him to discuss his complaint. This confirms that Mr S told it that he still needed the engineer's job report stating what was needed for a repair so he could claim under the manufacturer's warranty which he said was due to run out in January 2019. Mr S said the boiler had been installed in January 2017. He also said he needed to have heating as his wife was disabled.

On 4 January, BG called Mr S again and told him he'd receive the engineer's job report that afternoon. A letter was sent to Mr S that day which quoted directly from Mr S's service record and confirmed "*Hot water passing down central heating. CHB not service listed with [BG]- confirmed with tech. Installer returning*". Mr S had been waiting over five and a half months for this.

On that same day BG responded to Mr S's complaint. It acknowledged that it had let him down in that it had failed for so long to provide its engineer's report and diagnosis. It apologised, but didn't offer any other redress and said the complaint was now closed.

Mr S's boiler was repaired by the manufacturers on 16 January 2019 at a cost of £124.

Mr S brought his complaint to this service. Mr S wants BG to pay for the repair of his boiler. He also wants BG to refund to him the premiums he'd paid to BG for the period over which BG couldn't undertake any repairs to his boiler as it wasn't listed with it.

After our investigator contacted BG, it confirmed that the level of service it had provided to Mr S wasn't at the level it would normally expect. It offered to pay the cost of the third party repair of his boiler on certain conditions. It wanted to be provided with:

- A copy of the invoice for the repair, and to be satisfied that the work done was work that was covered by Mr S's HomeCare policy
- Confirmation from the manufacturer of Mr S's boiler that it required something in writing from BG before it would attend to Mr S's boiler
- Confirmation of when his warranty expired

It also offered to refund to him payments he'd made to BG for boiler cover for the period when it wasn't on BG's service list back to the date of the engineer's visit on 21 July 2018. It also offered a goodwill payment of £50 for the delay in getting the document to Mr S.

Mr S says he doesn't accept reimbursement of the cost of covering his boiler only from 21 July 2018. He thinks the refund should be from the date the boiler was installed. He wasn't able to provide official confirmation of when this was, but has provided a message dated 18 January 2017 from his installers stating that someone would be attending the next day to commission his boiler. He doesn't accept £50 as compensation for the delay.

Our investigator's view was that BG should reimburse to Mr S the cost of the boiler repair (£124) and refund the payments Mr S had made (boiler cover only) back to 21 July 2018. She also considered that BG should pay the £50 it had offered for the delays.

In response to our investigator's view, BG said that it didn't agree that it should pay for the cost of the boiler repair as well as reimburse that part of the payments made to BG for boiler cover. It said that by paying for the repair it would be honouring cover under the policy, so it shouldn't then be asked to refund payments for that cover. It offered to either refund payments backdated to 21 July 2018 or to cover the repair cost and refund payments made after the date of the repair. It would also pay £50 as a goodwill gesture.

As neither party agreed with our investigator's view, the matter was passed to me as an ombudsman to make a decision.

I initially made a provisional decision in this case in which I said that if Mr S could provide further information, I would consider whether, in the light of this, my provisional decision was still fair and reasonable. I received a response to this from BG but I did not receive any response from Mr S.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm going to uphold Mr S's complaint but to make a different award to that suggested by our investigator, and I'll explain why.

Mr S wants BG to refund to him the premiums he's paid since his boiler was fitted in January 2017 for a service that BG can't provide for his particular make and model of boiler. I asked BG why it had only offered to refund Mr S his premiums from 21 July 2018 rather than from when the boiler was fitted. It explained that it had been able to undertake work on this boiler up until 21 July 2018 but thereafter it couldn't as it wasn't service listed. I've verified from BG's records that it undertook work on this boiler on 25 November 2017 and again on 16 July 2018.

I consider it would be fair for Mr S to receive reimbursement of the premiums he's paid from 21 July 2018 to the extent that these relate to his boiler as from that date BG hasn't been able to provide full service for it. I don't think it would be fair to go back further than that as BG had been able to deal with the boiler issues that Mr S had had before that date. BG has said that Mr S paid a total of £147.27 in premiums for central heating and boiler controls cover between July and December 2018. He's had no such cover since January 2019.

Having rectified this overpayment to reflect that Mr S's boiler wasn't effectively covered by BG from 21 July 2018, I don't think it would be appropriate for BG to also reimburse to Mr S the cost of the repair undertaken by the manufacturer on 16 January 2019.

Turning to Mr S's complaint about BG's responsibility for the delay in getting his boiler repaired, I made some further enquiries of Mr S and BG. Mr S says that after BG told him on 21 July 2018 that it couldn't repair his boiler as it wasn't service listed with it, he contacted the boiler's manufacturers to see if they'd repair it under warranty.

Mr S says that the response from the boiler manufacturers was that before he could claim on their warranty for his repair, they'd require two things. Firstly, they wanted information from BG as to its diagnosis of the fault. Secondly, they wanted the name and registration of the gas fitter who'd fitted and commissioned the boiler to confirm he was competent.

So both of these were needed before a repair could be undertaken under warranty. I need to consider whether it was BG that held up the repair.

Mr S says he spent many months trying to get the details of the gas fitter and his registration number via the main contractor for his property without success. He says he eventually managed to get in touch with the contractor via the HSE and found that the fitter wasn't gas registered. So Mr S would've known then that he didn't have the benefit of the warranty he assumed he had.

I asked Mr S what date he learnt that his boiler wasn't covered by a warranty because the fitter wasn't qualified. He's provided conflicting information about this. He initially said mid-June 2018, and then corrected this to mid-July 2018. But he's also said that it took a considerable amount of time to ascertain the qualifications of the original fitter. He hasn't provided a specific date, so I can't say whether this information was received before or after BG provided information about the fault on 4 January 2019.

Mr S says that his family were without the benefit of their central heating until 16 January 2019. He says that had to rely on convector heaters and a gas fire, both of which would've been very expensive to use as a main source of heating. He says he's run up a £1500 debt to BG for heating and his credit rating has been affected.

Although BG didn't provide details of the fault until 4 January 2019, it may not have been responsible for the delay in the boiler being repaired, and for the excessive heating costs that Mr S says he incurred.

So on the basis of the information I have, I'm not able to say that BG is responsible for the delay in Mr S getting his boiler fixed or for the stress and inconvenience that Mr S says he and his family experienced, nor for the extra heating costs he incurred.

BG has accepted that it delayed in providing Mr S with the information he asked for

regarding the fault. Although this delay might not in the end have made any material difference to Mr S getting his boiler repaired, I don't think BG knew that. Mr S had chased for the information on a number of occasions, expressing the importance to his family's health of having central heating as colder weather approached. BG has offered £50 compensation for this and I think this is reasonable on the basis of the information I have.

my final decision

For the reasons I've given above, I'm upholding Mr S's complaint and I require British Gas Insurance Limited to refund to Mr S the premiums he paid for boiler cover between July and December 2018 in the total sum of £147.27 and interest on each instalment of premium from the date it was paid at 8% simple.

I also require British Gas Insurance Limited to pay Mr S £50 compensation.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr S accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to Mr S to accept or reject my decision before 8 August 2020.

Nigel Bremner
ombudsman