

## **complaint**

Mr and Mrs L are unhappy with how British Gas Insurance Limited has acted when it came to maintain their boiler – under their Homecare 100 policy.

## **background**

Mr and Mrs L had an engineer attend their property on 26 October 2016 to carry out a routine service on their boiler. After the engineer left Mr L discovered that there was a problem with the boiler.

British Gas came back to the property that day and the engineer said that there was a problem with the circuit board. British Gas needed to get parts to fix this issue, so the work couldn't be completed. The following day the engineer returned, but had to leave the property due to personal reasons before the work could be completed.

On 28 October 2016 the engineer returned but wasn't able to complete the work without further parts. He declared Mr and Mrs L's boiler unsafe and turned it off. Mrs L and her sister both suffer from medical conditions so moved out of the property at this time. The following day an engineer visited the property again and fixed the fault.

Mr L is unhappy with the time it took to fix the boiler. He says he had to call British Gas a number of times to get things sorted and had to take time off work. He's very concerned that the boiler was declared 'At Risk' on 28 October 2016, when nothing substantial had been done to it between the 26<sup>th</sup> and 28<sup>th</sup> October. So he thinks it was left unsafe for these days. He says he burnt himself in the shower during this time and Mrs L and her sister were forced to move out of the property.

British Gas offered Mr and Mrs L £300 as compensation for the number of visits they had to have and the distress the situation caused. But they weren't happy with this, so they brought their complaint to our service.

Our investigator upheld Mr and Mrs L's complaint. He felt that, as British Gas hadn't turned off the faulty boiler at the first opportunity (and Mr L was caused further distress because of this), it should pay them an additional £150.

British Gas responded that it didn't agree Mr and Mrs L should receive any further compensation. It said Mr L was aware there was a fault with the hot water when he used the shower; and that there was no evidence he'd been burnt. Following this Mr and Mrs L said they no longer accepted the assessment and wanted more than £450. So the complaint has been passed to me for a 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.

I think that Mr and Mrs L are due more compensation than the £300 offered. But I'm satisfied that an additional £150 is a fair amount.

If British Gas was unable to fix the issue with Mr and Mrs L's boiler, it had a responsibility to leave the boiler in a safe state. In relation to the notes on 26 October 2016, British Gas has commented to us that:

*'For safety reasons the boiler has to be turned off as we are unable to leave a boiler running when there are faulty parts. The boiler can be turned on again once the new part has been installed.'*

But there are no reports or notes from the time to show this was actually done. The report it has provided for 26 October 2016 is for the annual service, i.e. *before* the fault occurred. And its system notes don't say the boiler was turned off this day, but do suggest it was faulty. The next report is for 28 October 2016, which says the boiler has been determined unsafe. So I think it's most likely that the boiler was left turned on between 26<sup>th</sup> and 28<sup>th</sup> October. This is also supported by Mr L's testimony that his family moved out for one day due their medical conditions and the boiler being off. I think they would probably have moved out on the 26<sup>th</sup> October if the boiler had been switched off that day; and that Mr L would've complained about this at the time. As the engineer wasn't able to fix the fault until 29 October 2016, I think it's likely that the boiler was unsafe from the 26<sup>th</sup> October, but only switched off on the 28<sup>th</sup>. Because of this, I think British Gas does owe Mr and Mrs L some further compensation.

British Gas has said there's no evidence to show that Mr L was burnt in the shower. But his testimony *is* evidence (which doesn't always have to be independent and/or expert to be of probative value) – he has been consistent and I see no reason to disbelieve him. Equally, Mr L hasn't suggested he needed to seek medical attention, so it seems unlikely that he was seriously injured. Nevertheless, I do understand it would've been very alarming to have the shower change to an uncomfortably hot temperature.

British Gas has said that Mr L was aware there was a fault with the boiler. Whilst I accept this is true, that doesn't mean he, as an ordinary consumer, should've known that his shower would run hot when he was using it. And I don't think it's reasonable for British Gas to expect Mr L not to have showered between 26 and 28 October 2016 – especially as it had left his boiler on. I haven't seen anything to suggest he was told not to use it. If British Gas had turned the boiler off—as it admits it should have—this distress could've been avoided. So again, I think this warrants further compensation.

British Gas initially offered Mr and Mrs L £150 for the number of call outs. It then added an additional £150 for the inconvenience caused. I think £150 is fair compensation for the number of times Mr L had to call British Gas and get someone to visit the property. But I don't think £150 is fair compensation for the distress and inconvenience both Mr and Mrs L (*and* her sister) have been caused.

The £150 appears to have been offered for the fact that Mrs L and her sister had to leave the property due to the boiler being labelled '*At Risk*' on the 28<sup>th</sup> October. But I think compensation is due for this not being done at the earliest opportunity. And for the fact Mr L was caused additional distress which could've been avoided if this had been done. So British Gas should pay Mr and Mrs L an additional £150 on top of the £300 originally offered.

I understand Mr L feels very strongly about the fact the boiler was potentially left in an unsafe condition. And the fact his family are vulnerable, but still had long wait times for the boiler to be fixed. I agree this is likely to have been very distressing for him. But I'm satisfied that £450 *in total* is fair compensation overall for the distress and inconvenience they've

suffered. It's proportionate to the harm suffered and in line with awards we've made in similar cases. So I'm not awarding anything more than the investigator initially suggested.

**my final decision**

For the reasons set out above, I uphold this complaint and require British Gas Insurance Limited to pay Mr and Mrs L compensation for distress and inconvenience totalling £450.

British Gas Insurance Limited should pay Mr and Mrs L any amount it still owes them within 28 days of their acceptance of this decision, failing which the outstanding sum will accrue interest at the simple rate of 8% per year from the date of acceptance to the date of actual payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 17 April 2017.

Amy Osborne  
**ombudsman**