

## **complaint**

Mr G complains that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

## **background**

Mr G owned a property with an old central heating boiler. Through a letting agent, he let the property to tenants. He had a British Gas insurance policy that covered an annual service and – subject to the policy terms – any necessary repairs.

Where I refer to British Gas I refer to the insurance company of that name and I include engineers and others for whose actions I hold that company responsible.

On an annual service visit on 23 January, British Gas said the boiler wasn't safe to use. The service engineer turned the boiler off, leaving the tenants without central heating and hot water during a period of cold weather. The engineer left without making an appointment for the repair of the boiler.

Mr G got a contractor to do a temporary repair on 23 January and a permanent repair on 24 January. He complained that British Gas should reimburse and compensate him.

British Gas sent a final response on 5 or 6 February. It acknowledged that the service engineer should've made an appointment to repair the boiler. British Gas sent Mr G a cheque for £50.00.

## *our investigator's opinion*

Our investigator didn't recommend that the complaint should be upheld. She thought that:

- British Gas acted correctly when the engineer switched off the boiler due to health and safety reasons and to avoid risk to the tenants.
- British Gas gave poor customer service because its engineer was unaware of the level of cover Mr G had and he left the property without checking this further and without making a follow-up appointment.
- The £50.00 compensation is fair as British Gas offered an appointment the next day in line with the policy on reasonable timescales.
- The appointment for the next day wasn't taken up. British Gas wasn't given reasonable time to assess the faulty boiler. So the investigator wasn't asking British Gas to cover the cost of the work done by Mr G's contractor.

## *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mr G and to British Gas on 23 October 2019. I summarise my findings:

I hadn't found that the service engineer was wrong to categorise the boiler as "At Risk". And – whilst he left the tenants not knowing what was going to happen next – I can only direct British Gas to compensate Mr G for the distress and inconvenience

he personally suffered as a result. I found that Mr G's tenants and letting agent bore the brunt of this uncertainty. British Gas quickly put that right in the telephone call.

Mr G or the letting agent on his behalf made a choice to use the contractor. Therefore I didn't find it fair and reasonable to direct British Gas to reimburse the £606.00.

After Mr G complained on 29 January, British Gas promptly sent a final response and a cheque for £50.00. I was minded to find that wasn't enough to compensate Mr G for the service engineer's failure to check and communicate causing him distress and inconvenience.

That distress and inconvenience included a genuine – but I had found mistaken – belief that British Gas was unfairly declining to repair Mr G's old boiler within a reasonable time. I was minded to find that £100.00 is fair and reasonable compensation for such distress and inconvenience.

Subject to any further information from Mr G or from British Gas, my provisional decision was that I was minded to uphold this complaint in part. I intended to direct British Gas Insurance Limited to pay Mr G – in addition to its cheque for £50.00 – a further £50.00 for distress and inconvenience.

Mr G hasn't responded to the provisional decision.

British Gas disagrees with the provisional decision. It says, in summary, that:

- When its engineer visited the property on 23 January 2019 to carry out the annual service visit, the engineer was unable to complete the service as he identified a fault with the appliance. There was some confusion with the level of cover that Mr G held with British Gas and despite discussing this with the tenants who were on site, British Gas couldn't establish if a repair was covered under the policy.
- Although its engineer left the boiler inoperable, it offered to arrange a visit the very next day, but Mr G's representative didn't accept the visit. After Mr G's representative discussed the excess charge with British Gas, an informed choice was made to use a third party and a third party visited that evening.
- Even if its engineer had investigated the fault in more detail, there is a high probability that he would have to order the part and return the following day to complete a repair. Therefore Mr G and his tenants were in exactly the same position as they would have been had British Gas completed the visit.
- British Gas apologised for the confusion and awarded a gesture of £50.00 to reflect the service provided.
- The gesture offered was simply due to the confusion regarding the level of cover, there were no excessive delays or concerns regarding the engineer's workmanship.
- Its offer was both fair and reasonable.

## my findings

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

Mr G's policy was subject to a fixed fee or excess of £60.00 for each completed repair.

I accept that the tenants hadn't reported a fault and Mr G hadn't booked a repair visit. I find that the British Gas engineer must've known he was booked for an annual service visit ("ASV"). I don't think this is contradicted by the final response letter which mentioned "*a stand alone job request*".

I don't think Mr G was present. But I have no reason to doubt his statement that one of the tenants told him the service engineer had said British Gas didn't like old boilers.

The engineer made a computerised note as follows:

*"unable to asv boiler as boiler is faulty, left A/R, CUST ASK TO LEV BOILER ON"*

From that, I find that the engineer thought he was unable to complete the annual service visit as the boiler was faulty. He categorised it as "At Risk", advising the customer (or rather one of the tenants) not to use it - but the tenant asked him to leave the boiler on.

The engineer didn't specify the fault or faults. And I think he should've described what was wrong. But from what happened later, I find that there were faults with a three-port valve and a missing or damaged cover for the controls.

There isn't enough technical evidence to persuade me that the service engineer was wrong to categorise the boiler as "At Risk". But I don't think the engineer should've left the property without checking and communicating what British Gas was going to do next.

I think the tenants contacted the letting agent. And the letting agent contacted British Gas. I've listened to the call recording. Working from the computerised note, British Gas couldn't say whether the boiler was fixable. It said it would send a repair engineer to assess that.

In answer to a question about medical risk, the letting agent said one of the tenants had asthma. Subject to payment of the excess, British Gas offered a repair appointment for the afternoon of the next day 24 January. The letting agent said she would check with Mr G and other contractors.

From the call recording I find that nothing was said about the boiler being too old. And nothing was said about needing time to obtain parts. I find that – subject to payment of the excess – British Gas was willing and able to send a repair engineer within a reasonable time. From what happened next, I find it likely that British Gas would've repaired the boiler within a reasonable time.

Mr G or his letting agent contacted a contractor. From the invoice, I see that the contractor got the boiler working again the same evening. The next day he replaced a faulty three-port valve. He also fitted a new control cover. His invoice was for £606.00.

In my view British Gas was right to accept that the service engineer should've checked that Mr G was covered for repairs. And the service engineer should've booked an appointment for a repair engineer.

I don't share Mr G's view that British Gas had declined to repair his old boiler. The telephone call made clear that - if it was fixable - British Gas would fix the boiler within a reasonable time.

So I find that Mr G or the letting agent on his behalf made a choice to use the contractor. Therefore I don't find it fair and reasonable to direct British Gas to reimburse the £606.00.

I haven't found that the service engineer was wrong to categorise the boiler as "At Risk".

And – whilst he left the tenants not knowing what was going to happen next – I can only direct British Gas to compensate Mr G for the distress and inconvenience he personally suffered as a result. I find that Mr G's tenants and letting agent bore the brunt of this uncertainty. British Gas quickly put that right in the telephone call.

After Mr G complained on 29 January, British Gas promptly sent a final response and a cheque for £50.00. I find that wasn't enough to compensate Mr G for the service engineer's failure to check and communicate causing him distress and inconvenience.

That distress and inconvenience included a genuine – but I have found mistaken – belief that British Gas was unfairly declining to repair Mr G's old boiler within a reasonable time. I find that £100.00 is fair and reasonable compensation for such distress and inconvenience.

### **my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mr G – in addition to its cheque for £50.00 – a further £50.00 for distress and inconvenience.

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

Christopher Gilbert  
**ombudsman**