

complaint

Mrs B complains (through her son-in-law who is her attorney) that British Gas Insurance Limited gave poor service under a home care policy.

background

Mrs B's son-in-law complained about how British Gas dealt with her and how long it took to respond to him. He considers that it should contribute to the cost of her new boiler.

The adjudicator recommended that the complaint should be upheld in part. He did not conclude that British Gas should contribute towards the cost of Mrs B's new boiler. But the adjudicator concluded that British Gas could have delivered better service in processing the power of attorney and dealing with the complaint. He said that - since our involvement - British Gas had made a fair and reasonable offer. In addition to the £30 it had already paid, it had offered a further £70, the adjudicator said.

Mrs B's attorney disagrees with the adjudicator's opinion. He says, in summary, that British Gas should have done more to help Mrs B's situation. He adds that British Gas should have told Mrs B that spare parts were no longer available – and reduced her premium.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have seen British Gas policy terms including the following:

"Boilers

If your Agreement includes repairs to boilers, the following will apply.

- Whether or not we installed your boiler, if we agree that your boiler is less than seven years old, we will provide a suitable new replacement boiler we have approved. We will do this when it is not possible to repair yours because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it".*

Mrs B's boiler was over 30 years old. In February 2012 a British Gas engineer serviced it. He labelled it as "At Risk" due to an issue with its flue. The engineer recommended replacement of the boiler.

Over a year later, a British Gas engineer again serviced the boiler, labelled it "At Risk" and recommended its replacement.

Mrs B was over ninety years old. And I accept that she could not hear as well as most other people. But I do not consider that British Gas did anything wrong by proceeding on the basis that she was capable of dealing with her own affairs.

About six months later, her son-in-law asked British Gas to note and return his power of attorney.

British Gas has apologised for its delayed response and sent a cheque for £30 compensation. Since our involvement it has offered a further £70. I keep in mind that – under the rules by which we are bound – I cannot consider the distress and inconvenience suffered by anyone who was not personally a beneficiary of the policy. Therefore I am satisfied that the offer made by British Gas is fair and reasonable.

Mrs B's attorney has made some new points in her complaint and, in my view, has sought to broaden it. I consider that it did not initially include a complaint that British Gas should have told Mrs B that spare parts were no longer available – and reduced her premium. As British Gas did not have an opportunity formally to respond to that complaint before she brought it to us, I do not consider that it would be fair for me to make any decision on that point in this decision.

my final decision

For the reasons I have explained, my final decision is that I uphold this complaint in part. I order British Gas Insurance Limited to:

1. pay Mrs B - in addition to the £30 it has already paid - a further £70 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs B to let me know whether she accepts or rejects my decision before 17 March 2015.

Christopher Gilbert
ombudsman