

complaint

Mr W complains, through his wife Mrs W, that British Gas Insurance Limited is responsible for poor service in connection with his home emergency insurance policy.

background

Where I refer to British Gas I refer to the insurance company of that name and I include other companies and individuals insofar as I hold that insurance company responsible for their actions.

Mrs W has some health issues. So she has more than the usual need for central heating and hot water.

Mr W had a British Gas "HomeCare Two" policy to cover their central heating boiler. He also had gas appliance cover for a gas fire.

On 24 December 2018 Mr and Mrs W reported a gas leak to the gas infrastructure company. It cut off the supply – leaving them with no gas heating or hot water. British Gas visited that day but didn't fix the leak.

After some telephone calls, Mr W paid a private plumbing and heating company to re-run some of the gas pipework. Its invoice comprised the following:

initial visit	£75.00
materials	£138.00
labour	£1,080.00
subtotal	£1,293.00
VAT	£258.60
total	£1,551.60

Mr W complained that British Gas should reimburse him and pay compensation. By a final response letter dated 9 February 2019, British Gas declined to do so. Mr W brought the complaint to us.

Our investigator recommended that the complaint should be upheld. She didn't think it was unreasonable for Mr and Mrs W to seek alternative arrangements to complete the work as Mr W was extremely worried about his wife's health and they felt they couldn't rely on British Gas to complete it.

The investigator recommended that British Gas should:

1. pay for the cost of the work completed by the private plumbing company; and
2. pay Mr and Mrs W £200.00 for the significant amount of distress and inconvenience this has caused.

Mr W agreed with the investigator's opinion.

British Gas disagreed with the investigator's opinion in part. It asked for an ombudsman to review the complaint. It says, in summary, that:

- British Gas had planned to carry out this work. This was for 1 man for 1 day. This equates to £90.00 per hour for 8 hours totalling £720.00. British Gas would be prepared to offer this.
- It had already diagnosed the issue and what needed to be done to resolve it. So it won't agree to cover the cost for the private plumbing and heating company's initial inspection on 29 December 2018.
- The cost of the materials of £138.00 is what it would expect to see and so it will be happy to reimburse that.
- The private plumbing and heating company's labour costs are particularly high for this work and is carried out over 2 days.
- British Gas disagrees with Mr W's account of its engineer's behaviour.
- It incorrectly sent the same engineer when asked not to. As Mr W refused its engineer entry, it was unable to resolve matters, and he waited longer for the private plumbing and heating company to carry out the repair than if he had allowed its visit. This also contributed to the delay in restoring the heat and hot water.
- Our recommendation for £200.00 for the inconvenience caused is on the high side. British Gas has previously provided Mr W with £30.00 as a gesture of goodwill. It would be happy to increase this by a further £70.00 to bring its total offer to £100.00

Mr W didn't accept the amounts offered by British Gas. So I have reviewed the complaint.

my findings

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

In particular I have had access to the telephone call recordings.

From what Mr and Mrs W have said, they had a gas meter with pipework inside their home leading to a gas boiler and gas cooker in the kitchen and a gas fire in the lounge. Some of that pipework ran in the solid ground-floor screed under floor coverings.

I consider that the policy covered the pipework. The policy covered making access to a leaking pipe, fixing the leak and making the floor level again. The policy didn't cover the reinstatement of floor coverings.

On 24 December 2018, the gas infrastructure company had turned off the supply at the meter. So Mr and Mrs W had no gas heating when they called British Gas.

I think their expectation was that British Gas would trace, access and fix the leak so as to restore central heating in one visit. But – from what happened later – I don't think that was possible.

A British Gas engineer visited at around midnight. From the file I think his expectation was that he was to urgently check what could be done. I don't have enough evidence to show what equipment he had in his vehicle.

I accept that – in order to get access to the floor - he removed a radiator cover. Whilst there is conflicting evidence, I don't find that he did so without permission. Whilst Mr and Mrs W may have thought he handled the cover roughly, I don't have enough evidence to say that he did.

I don't know exactly what was said. But I don't doubt that the engineer said he couldn't start the work there and then. He said he would come back on 28 December 2018. I accept that he said he would need to make access through the floor screed and that he wouldn't reinstate floor coverings.

I haven't seen enough evidence to find that he was rude. But no doubt Mr and Mrs W were disappointed and found him unhelpful.

On 25 December 2018 they rang British Gas to complain. Mr W told British Gas of his wife's health conditions. So the call-handler said she would arrange for an appointment for the morning of 26 December for an engineer to assess the situation. Mr W said they didn't want the same engineer to visit them again – and the call-handler agreed.

British Gas didn't keep the appointment on 26 December or contact Mr and Mrs W. So Mrs W called British Gas. Only then did British Gas say that it had rescheduled the appointment for 28 December, as it was a six hour job. Mr W again explained about his wife's health conditions

The call handler said she would call them back in 20 minutes. But that didn't happen. So Mrs W had to call British Gas again. The call handler said an emergency appointment had now been booked for that day. British Gas failed to keep that appointment too.

On 28 December 2018 the same British Gas engineer returned to Mr and Mrs W's home. That was contrary to what British Gas had said would happen and I find it inappropriate in the circumstances. They sent him away.

On 29 December, the private plumbing and heating company made an initial visit.

On 2 and 3 January 2019, that company did the work described in its invoice as follows:

"Re-ran gas supply from gas meter to first floor. Lifted first floor boarding and ran new supplies under floor dropping to ground floor in the kitchen to serve the gas boiler and gas cooker. Tested and purged new installation on completion and recommissioned all appliances connected. Left gas fire redundant in position, capped left redundant the old leaking gas pipe work within the solid ground floor."

From that, I find that the company had avoided digging up the ground floor after Mr W chose to sacrifice the supply to the gas fire.

I consider that British Gas could and should have done the same or similar work under the policy – with cooperation from Mr and Mrs W.

But – by having repeatedly failed to do what it told them it would do - British Gas had forfeited the trust of Mr and Mrs W. And the private company took three visits to finish its work. So I'm not at all persuaded that British Gas would've finished it in any less time.

So I find it fair and reasonable to direct British Gas to reimburse Mr W for the invoice of the private plumbing and heating company. I will also direct British Gas to pay interest at our usual rate.

From the telephone recordings, I find that – by the shortcomings I've identified – British Gas caused Mr W extra distress and inconvenience at an already difficult time. His distress included distress at the effect on Mrs W with her health conditions. So I find £200.00 fair and reasonable compensation. If she had been a joint policyholder and complainant I would've awarded that sum jointly to Mr and Mrs W.

I've seen a copy of a British Gas cheque for £30.00 payable to Mr W dated 27 December 2018. If Mr W has presented it for payment then I will direct British Gas to pay him the balance of £170.00.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct British Gas Insurance Limited to pay Mr W:

1. £1,551.60 in reimbursement of the private plumbing and heating company's invoice; and
2. simple interest on that amount at a yearly rate of 8% from 3 January 2019 to the date of reimbursement. If British Gas considers that HM Revenue and Customs requires it to withhold income tax from that interest, it must tell Mr W how much it's taken off. It should also give him a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate; and
3. £200.00 for distress and inconvenience (less £30.00 if Mr W has presented its cheque for that amount).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 3 April 2020.

Christopher Gilbert
ombudsman