

complaint

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

background

Mrs K and her family had multiple health issues. She had British Gas cover for her central heating boiler, controls and central heating system.

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 the insurance company responsible for their actions.

In January 2019 Mrs K called British Gas for help with her central heating boiler. British Gas visited many times. By late January 2019 Mrs K had complained about its service.

Mrs K was getting a grant and a new boiler in February 2019.

On about 19 March British Gas offered £240.00 and a free power flush. But it didn't send a final response before Mrs K brought her complaint to us in April.

Our investigator thought that the offer was fair and reasonable.

Mrs K disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that £240.00 isn't enough because she was very stressed and not sleeping properly.

my findings

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

The policy didn't cover a power flush – so I can't comment on the quality of any flush British Gas (or strictly speaking a sister company of the insurance company) had done in the past.

Mrs K hasn't provided us with a detailed timeline of events. But British Gas kept records from which I can see dates and notes of visits.

Mrs K had an old boiler. Since 2015 British Gas had been recommending that she should get a new one.

From the records, I find that on 22 January 2019, there was a leak and by 24 January Mrs K had no heating. On 25 January 2019 British Gas replaced a diverter, filling loop, gauge and pressure sensor. I find that British Gas restored central heating. It also noted that a radiator valve snapped off.

British Gas is dealing separately with Mrs K's complaint about damage to her property. I'm satisfied that it is allowed to do so. If Mrs K disagrees with the British Gas response to her complaint about damage then she may bring that complaint to us.

But I find that British Gas was responsible for some unproductive visits, delay and poor communication. I consider that the effect of this was to cause extra distress and inconvenience to Mrs K (including worry for other family members) at an already difficult time.

From what I've seen, Mrs K was getting a grant and a new boiler in February 2019. She hasn't said whether that included a power flush.

However, British Gas made an offer of £240.00 and to flush the radiators. It has said that its offer is still open to Mrs K. Overall I'm satisfied that the offer is fair and reasonable. So I will direct British Gas to pay Mrs K £240.00 for distress and inconvenience and to offer her an appointment for a power flush within 14 days of Mrs K's acceptance of this final decision.

my final decision

For the reasons I've explained, my final decision is that I direct British Gas Insurance Limited to:

1. pay Mrs K £240.00 for distress and inconvenience; and
2. offer her an appointment for a power flush within 14 days of Mrs K's acceptance of this final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 6 February 2020.

Christopher Gilbert
ombudsman