

complaint

Mr P is unhappy with the service provided by British Gas Insurance Limited in relation to two claims under his central heating insurance policy.

background

British Gas attended Mr P's property, which is occupied by tenants, several times over a three week period in February 2015, to repair his boiler. However, there were a number of problems; and after three weeks when the boiler failed again, Mr P had it replaced.

Mr P also made a claim for a leak from a shower in November 2014. British Gas told his tenant that it couldn't attend, even though it was an emergency cover policy. He therefore got his own contractor to repair the leak but no invoice was provided; and Mr P has said this has been raised just to illustrate the lack of service provided under the policy. There was also another leak from a cold feed pipe in February 2015, which was repaired although there was an issue with the appointment.

Mr P wants compensation in relation to the boiler claim, including for loss of rent of £1,430, as he didn't charge his tenants full rent while this was going on; refund of his premiums; and a contribution to the cost of the new boiler. He says it cost him around £6,000 in total.

British Gas accepted there had been some failings on its part. It therefore offered £600 compensation for the period of three weeks that there was no heating or hot water at the property; £150 compensation for the inconvenience caused; and £60 for a missed annual service visit. British Gas waived the cost of £150 charged to Mr P for a replacement heat exchanger.

One of our adjudicators looked into the case and thought British Gas' offer was reasonable in all the circumstances of the case.

Mr P didn't agree. He said it sounded like she was describing events from British Gas' perspective. He says that:

- British Gas failed to attend appointments on time, and therefore they were missed or it claimed to have attended and not been able to get access, however, each time they arrived and couldn't get an answer they would phone the wrong number.
- It was unable to complete a repair over three weeks. If the correct advice was to have the boiler replaced, then British Gas should have told him that at the outset, rather than wasting three weeks when his tenants (including a young child) had no heating or hot water.
- The only benefit he's had from the policy is the annual service for the boiler.
- British Gas repeatedly got his account mixed up with his father's and he had to correct the details it held at least 10 times.
- His own engineers came and identified the problem straight away and the boiler was replaced within three days.

As a result of the ongoing dispute, the matter has been referred to me.

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 first claim was notified on 5 February 2015, when Mr P reported that there was no hot water, and an appointment was arranged for the same day. However, British Gas says there was no one home when they attended. It therefore came back the next day and the engineer said he needed some parts. He arranged to return on 9 February 2015. Again the engineer says there was no one at home on 9 February 2015, so he phoned and left a voicemail.

On 17 February 2015 British Gas re-attended and said the heat exchanger was blocked; there was sludge in the system and the mains stopcock was seized. He left a quote for a magnabooster and for the heat exchanger to be replaced.

20 February 2015 British Gas attended but couldn't get an answer and couldn't get through on the phone. On 23 February 2015 they attended to fix the leak and replace the heat exchanger. However, Mr P says that half an hour after the last visit by British Gas, which supposedly fixed the boiler, it failed again. He didn't tell British Gas this but instead got his own engineers out, on 23 February 2015, who identified what was wrong but advised him to replace the boiler due to its age.

I don't see why Mr P was charged for the replacement heat exchanger, as the policy only excludes repairs required due to sludge, if he has been told about sludge in the system previously. There's no evidence, of which I'm aware, that Mr P was told prior to this that there was sludge in the system and that any preventative work to remove that needed to be done. I note that British Gas has now waived that charge but in the meantime, Mr P was sent several chasers and a solicitors' letter demanding payment in June 2015.

It's also clear to me that there were a number of failings on the part of British Gas. The issues with the boiler could have been identified a lot sooner than they were and this would have meant the tenants would have had the boiler working a lot quicker than was the case. However, it's also difficult to be precise about the delays that were entirely attributable to British Gas. Although Mr P says that his tenants were always in when British Gas attended but said it couldn't get access, there's no evidence from them about this. I've also not seen any independent evidence of the rent reduction Mr P says he gave his tenants, although I have no reason to doubt what he has said.

British Gas offered £600 towards the time the tenants were without the boiler and £150 compensation for the inconvenience to Mr P. It says that if Mr P agreed a bigger rent reduction than this with his tenants, it's a separate matter for him and it isn't therefore responsible for this.

On the evidence before me, this offer seems reasonable. In my opinion, when taken together, as a total of £810, it adequately reflects the inconvenience caused to Mr P of having to contact British Gas several times over the three week period; the errors with regard to his contact details; being charged for the replacement heat exchange; the missed annual service; and a significant contribution towards the rent reduction he says he allowed his tenants.

I don't agree that British Gas needs to make any contribution to the cost of the new boiler, as there is no evidence that it caused the need to replace this; and the policy wouldn't have

covered replacement anyway due to its age. I also don't agree that British Gas needs to refund the premiums paid for the policy. Mr P says he didn't receive any benefit from the cover, other than an annual service. However, the fact that things went wrong with this claim doesn't mean the premiums should be refunded.

my final decision

I don't uphold this complaint against British Gas Insurance Limited. The offer it has already made to resolve the complaint is reasonable and should now be paid to Mr P, if it hasn't already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 2 March 2016.

Harriet McCarthy
ombudsman