

complaint

Ms R says that British Gas Services Limited mishandled a claim under a home emergency insurance policy.

Background

Ms R has a Homecare policy that covers her boiler and central heating system. In September 2015 Ms R contacted British Gas to arrange a slightly early annual service as she had some problems with her boiler.

British Gas sent an engineer who recommended that the system should have a powerflush due to a build up of sludge and scale. He replaced a part but told Ms R that the policy wouldn't cover any further repairs until the powerflush had been carried out. This was in line with the Homecare policy terms and conditions.

Due to further problems another engineer returned two days later. This time he recommended that Ms R replace her boiler. He also changed further parts for which Ms R wasn't charged.

In October Ms R discovered a leak coming from her boiler. She again called British Gas and an engineer attended her home. He drained the system and advised a new part was required. It was agreed that this part would be replaced under the policy but it had to be ordered. There was a delay in ordering the part meaning Ms R was without hot water and central heating for five days.

Due to the delay in obtaining and fitting the part British Gas offered to reduce the cost of the powerflush by £119. Ms R agreed to this offer and the powerflush was carried out.

Ms R complained to British Gas about its service. She said that not only had there had been delay in fixing the boiler leaving her without hot water and central heating but that she and her partner had also had to take unnecessary time off work due to appointments that weren't kept.

British Gas offered £110 as compensation for the inconvenience caused. Ms R didn't agree that this was enough and said she had been forced to have an expensive procedure carried out. She complained to this service.

Our adjudicator investigated Ms R's complaint. He didn't recommend it should be upheld. The adjudicator said he thought the amount of compensation offered was fair and reasonable. And that British Gas had also reduced the cost of the powerflush because of the delays.

Ms R disagreed and the complaint has been passed 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.

I've seen the service notes kept by British Gas which record the services and repairs carried out on Ms R's boiler. In February 2014 it first told Ms R that her boiler needed a powerflush

due to a build up of sludge and scale. This advice was then repeated in September 2015 following further problems with how the boiler was working. And under the terms of the policy a powerflush isn't covered so has to be paid for privately.

Also under the policy once a powerflush has been thought necessary any repairs arising from damage by sludge and scale won't be covered by the policy.

Home emergency policies don't generally provide cover for consequential loss, so this service wouldn't generally award compensation in respect of loss of earnings for having to be in for appointments. But I appreciate that the delays and missed appointments would have been an added source of stress and inconvenience for Ms R.

The level of any award this service makes for distress and inconvenience suffered is generally modest. It's not within our remit to punish business through such awards. And British Gas offered £110 as compensation in addition to the reduction of the cost of the powerflush. It had also fitted new parts even though the policy didn't cover the work. So looking at all the evidence I think the offer by British Gas was fair and reasonable taking into account everything that happened.

Also from the evidence I've seen I think British Gas made it clear to Ms R that she either needed to replace her boiler or have a powerflush several months before the boiler broke down in October 2015. So I don't think Ms R was forced to have the powerflush as she had time to get another opinion if she'd wanted one.

So I'm not upholding Ms R's complaint.

my final decision

I'm not upholding Ms R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 15 August 2016.

Jocelyn Griffith
ombudsman