

complaint

Mr C complains about a Home Care Cover policy he has with British Gas Insurance Limited. He's unhappy about the time and number of visits it took to fix the problems he was having with his boiler.

background

On 26 October 2016, Mr C made a claim to British Gas after his boiler stopped working. British Gas sent an engineer to inspect Mr C's boiler on 27 October 2016. The engineer diagnosed the cause of the boiler fault to be a leaking heat exchanger.

The engineer recommended Mr C buy a new boiler but also ordered parts to repair the boiler's heat exchanger in case Mr C decided he didn't want to go ahead and replace his boiler. The engineer told Mr C he would arrange for an assessor to visit Mr C the following day to give him a quote for a new boiler. Mr C explained to the engineer that he had a serious health issue and asked an assessor to attend as soon as possible.

Mr C told British Gas he would consider a new boiler, but he first wanted to try to repair the existing boiler. The engineer couldn't fix the boiler due to lack of parts and switched it off. Mr C waited for 23 days for British Gas to repair his boiler. Whilst waiting he was without heating and had limited hot water.

Mr C complained to British Gas about the service it had provided. British Gas apologised for the delay in responding to Mr C's complaint and offered him £60 as a gesture of good will. Mr C remained unhappy with British Gas response to his complaint so referred his complaint to us. One of our investigators looked into the complaint felt that an offer of £250 was reasonable for the trouble and upset caused. British Gas disagreed. So the complaint has come 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.

It's agreed that British Gas could've handled Mr C's claim better. So the issue left for me to decide is whether the £60 offered by British Gas was fair and reasonable to recognise this.

Mr C was clearly very upset by what happened. From looking at screen shots provided by British Gas I can see that during the initial engineer's visit the engineer ordered new parts for Mr C *'just in case new blr not sold. #700 S M discount given. Fan htr off.'* So I think it's likely that British Gas told Mr C that his boiler was repairable. And that British Gas recommended that Mr C buy a new boiler.

Mr C says that following British Gas's visit on 27 October 2016 he attempted to contact British Gas to get his boiler repaired quickly because he'd been left without the use of his boiler. I've seen a copy of an email Mr C sent to British Gas on 29 October 2016 in which he makes it clear to British Gas that he wants his boiler repaired as soon as possible. And he makes it clear that he was suffering from a serious health issue. So I think Mr C was chasing British Gas to get his problem sorted as quickly as possible.

British Gas said it didn't get any of Mr C's emails. I've checked and can see that Mr C did send the emails to the correct email address. So there's nothing more Mr C could've done to make sure British Gas got his emails. But even if British Gas didn't get the emails it was still for British Gas to make the follow up appointment. It shouldn't be for Mr C to have to chase British Gas to do so.

British Gas has given us copies of calls notes that show it tried to contact Mr C on three separate occasions to organise the repair on 27, 28 and 31 October 2016. The call notes show that British Gas couldn't get hold of Mr C and that on 28 October 2016 the call went to Mr C's voicemail. But the notes don't show that British Gas left any message for Mr C. It seems it only left him a message after it booked the 18 November appointment.

British Gas says that because it couldn't contact Mr C it automatically booked an appointment for an engineer to visit Mr C on 18 November 2016. From looking at screen shots, British Gas arranged this appointment on 4 November 2016 and sent Mr C a message telling him about the visit.

I also note that upon receipt of this message, Mr C sent British Gas an email complaining that he had to wait a further 10 days for his boiler to be fixed. I haven't seen any evidence that British Gas responded to Mr C or attempted to fix Mr C's boiler sooner. So Mr C had to wait a further 10 days without the use of his boiler.

British Gas did return to try to fix Mr C's boiler on 18 November 2016. The engineer fitted a new heat exchanger so that a diagnostic test could be run. But once done, the engineer discovered that the boiler *couldn't* be repaired due to a puncture in the flue manifold. And that the part needed to fix the boiler was now obsolete.

British Gas has pointed out that because Mr C's boiler wasn't working when its engineer inspected it on 27 October 2016; the engineer wasn't able to run diagnostic checks. And that it was only when the heat exchanger was fitted on 18 November that the problem with the flue emerged. Whilst I accept this explanation, having looked at the evidence, I think British Gas could've done more to avoid Mr C waiting such a long time between engineer visits, especially given his health condition and that Mr C was left without heating and limited hot water for so long.

So, looking at the evidence I agree with the adjudicator that £60 compensation wasn't fair for the distress and inconvenience suffered by Mr C. I think £250 reflects what Mr C has suffered and I'm upholding his complaint.

my final decision

My final decision is that I uphold this complaint against British Gas Insurance Limited. To settle the complaint British Gas Insurance Limited should pay Mr C £250 for the distress and inconvenience it caused him

British Gas Insurance Limited must pay the above within 28 days of the date on which we tell it Mr C accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple*.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 22 June 2017.

Sharon Kerrison
ombudsman

* If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr C how much it's taken off. It should also give Mr C a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate