

complaint

Miss P complains that British Gas Insurance Limited gave poor service under a home emergency insurance policy.

background

Where I refer to British Gas I refer to the insurance company of that name and I include its engineers and others for whose actions I hold it responsible.

Miss P has two children living with her. She had British Gas cover for her central heating and hot water system. She called for help and had many visits from British Gas. She paid for a new Hive control and new radiators.

But it was only after a visit from the boiler manufacturer that her system worked properly. So Miss P complained that British Gas had caused her to spend money unnecessarily instead of fixing her system sooner.

In its final response letter, British Gas offered £210.00, made up of several elements including £20.00 for delay by the manufacturer's engineer.

Our investigator recommended that the complaint should be upheld. She didn't think that £210.00 reflected the distress and inconvenience in the delay in getting the issue resolved between November 2017 and February 2018. She also didn't think £20.00 was a fair offer for the delay caused by the manufacturer's engineer. The investigator recommended that British Gas should pay Miss P an additional £200.00 for the distress and inconvenience caused.

Miss P disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that British Gas should pay more compensation, including for the Hive and radiators.

British Gas disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that there had been a reasonable consideration with its offer of £210.00, but in addition a further £100.00 would be fair.

my findings

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

From the British Gas records, I think Miss P's programmer had stopped working in December 2016. I see that British Gas recommended and sold a Hive to Miss P. I can't say that was unfair or unreasonable.

In February 2017 British Gas gave Miss P a quote for new radiators. Its records suggest that this was at her request. And in any event Miss P didn't accept the quotation. From what she says, another company supplied and fitted the new radiators. So I don't think that British Gas caused Miss P the cost of the radiators.

I don't think Miss P had made British Gas aware of any ongoing issues until she called British Gas out again on 30 November 2017. I think at that stage she was finding the house

wasn't warm enough. British Gas made a note that the radiators were under-sized for her house.

By early January 2018 I think Miss P had a problem with hot water. British Gas visited on 4 January and ordered a replacement heat exchanger and a motorised diverter valve. On 9 January it removed and cleaned the heat exchanger but did not replace it. It replaced the diverter valve.

By 19 January 2018 Miss P had complained. So I accept that she still had a problem.

From its file and her emails, I think British Gas should've done more to contact Miss P. there was some delay before it eventually agreed her request to arrange a visit from the boiler manufacturer.

I think the manufacturer visited on about 12 February. But on 14 February Miss P reported that she was without hot water upstairs. And on 19 February the manufacturer cancelled an appointment. As the manufacturer was attending in lieu of British Gas, I hold British Gas responsible for the delays and shortcomings of the manufacturer in February 2018.

I think it was 27 February 2018 by the time the manufacturer fixed the boiler.

From what she says, Miss P believes that British Gas should've done in about December 2016 what the manufacturer did in February 2018. And she thinks that would've saved her the expense of the Hive and new radiators.

But I think that there was a series of problems including the programmer in December 2016, the diverter valve in January 2018 as well as whatever the manufacturer replaced in February 2018. I don't find it fair to attribute all the problems to the problem that was fixed most recently.

In any event I don't find it fair and reasonable to direct British Gas to reimburse what she paid for the Hive or for the new radiators.

But I accept that Miss P had multiple visits from British Gas engineers. Each time she had to arrange to be at home. And she complained that they walked on her carpet without taking their boots off.

Despite many visits, Miss P was left with poor heating and hot water for longer than she should've been in winter 2018. I accept that she had to boil kettles and struggled to bath her children.

So I agree that £210.00 wasn't enough compensation. I agree with the investigator that British Gas should pay Miss P a further £200.00 for distress and inconvenience.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Miss P – in addition to its cheque for £210.00 – an additional £200.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 4 March 2019.

Christopher Gilbert
ombudsman