

complaint

Miss S complains about poor service she received from British Gas Insurance Limited (BGI) under her home emergency insurance policy.

background

Miss S paid for a home emergency policy from BGI for a number of years. As part of this she was entitled to receive an annual service visit to check her central heating boiler. Her annual contract year ran from 15 November until 14 November in the following year.

Miss S had her boiler serviced in November 2014. There is some dispute whether this was the service due for 2013/14, or for 2014/15. However BGI accepts that no service was carried out in 2015/16. Miss S says she tried to arrange this but an appointment was cancelled and not rearranged, in spite of her trying on several occasions.

In November 2016, an engineer from BGI called to complete a repair and service on her boiler. He found there was a fault with the flue which required a ladder trained engineer to return and complete a repair. The fault meant there was a leak of carbon monoxide, although BGI said Miss S could continue to use the boiler in the meantime.

BGI had trouble arranging for a suitable engineer to attend. Appointments were made and cancelled three times. Miss S arranged to be at home, but appointments were missed. Then a gas leak was discovered in the gas supply outside the house, which led to the house being evacuated at 4.30 in the morning. Finally BGI completed the repair to the flue just before Christmas.

Miss S complained to BGI about its poor service since 2013/14. BGI acknowledged:

- she hadn't had all the boiler services she should have;
- it had been slow to find a ladder trained engineer with the right parts to repair the flue;
- it had missed appointments which caused Miss S problems; and
- it had been slow to respond to her complaint.

It paid her compensation of £360. Miss S didn't think this was enough and complained to us.

Our adjudicator recommended that this complaint should be upheld. He said BGI's poor service had been over a two year period. And the compensation didn't sufficiently recognise the trouble and upset Miss S had suffered latterly, with a number of appointments being missed after Miss S had arranged to take time off work, and then wasn't told the appointment wouldn't proceed. He recommended that BGI pay a further £240 in addition to the £360 it had already offered.

BGI didn't agree. It acknowledged five broken appointments, one unproductive visit, and one annual service not being completed. It felt £360 adequately compensated Miss S for these and the delays she had suffered.

When the fault in the flue was discovered on 16 November 2016, it had told Miss S that this meant the boiler was "at risk". This meant there might be a future risk to life or property, but no immediate danger. So she had been able to continue to use the boiler, and have heating and hot water.

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 think that, given the length of time for which BGI's poor service continued, the cumulative effect of the missed appointments in November and December 2016, and the disruption and upset this caused Miss S, the compensation the adjudicator suggested is reasonable in the circumstances.

I also think BGI is underestimating the worry caused to Miss S by being told there was a leak of carbon dioxide, and having to live with the faulty flue for some five weeks, thinking it was going to be sorted any day only to be continually disappointed.

I conclude that BGI should pay Miss S compensation of £600, inclusive of the £360 it has already offered her.

my final decision

My decision is that I uphold this complaint, and order British Gas Insurance Limited to pay Miss S compensation of £600, inclusive of the £360 it has already offered her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 30 May 2017.

Lennox Towers
ombudsman