

complaint

Mr B complains about British Gas Insurance Limited's (BG) service under his Homecare insurance policy. My references to BG include its agents.

background

In April 2017 BG's engineer told Mr B his central heating needed a power flush. Mr B says he ignored BG's recommendation as he thought it was wrong. In February 2018 a BG engineer again told him a power flush was required. A power flush isn't covered by Mr B's Homecare policy and in March 2018 he agreed a quote for the work.

Mr B says BG told him he would be contacted in about three weeks. But it wasn't until early July that an appointment was arranged for the end of July. BG's engineer then told Mr B a power flush wasn't needed (nor was the replacement of a heat exchanger which was also recommended but covered by the policy). That engineer found the problem was caused by another matter.

Mr B complained to BG. Its final response letter accepted its engineers had misdiagnosed the problem. It apologised and said it had fed back to the manager of the relevant engineers. In that letter BG offered Mr B £80 for his distress and inconvenience.

Mr B complained to us that £80 wasn't enough. He said he had inconsistent hot water supply and water pressure and someone should 'pay in terms of discipline' for his inconvenience. He wants BG to investigate what went wrong and tell him. He suggested BG's pressure on engineers to create sales may have played a part in the misdiagnosis. He wants a refund of his central heating premium for the year.

BG told us that as well as the £80 referred to in its August 2018 letter to Mr B it had also paid him pay £75 for his complaint about delays. Its records showed Mr B told it he had heating and hot water and he didn't want the work completed in cold weather. BG said £155 compensation was enough.

Ultimately our investigator thought £155 was fair compensation. Initially he'd said BG should pay any additional heating costs Mr B had from 2017 to July 2018 due to its misdiagnosis but there was no evidence that Mr B had such costs. He explained why we couldn't comment on BG's approach to selling power flushes.

Mr B disagrees and wants an ombudsman's decision. He emphasised that his complaint was about BG's delay from February 2018 to July 2018 when he waited for the recommended flush and BG made no contact. He said he hadn't received £155 from BG.

Before I made my decision we gave Mr B the dates BG said it had offered the £75 and £80 compensation and asked if he'd received those payments. He confirmed he'd received and cashed the £80 cheque. He remembered that when he told BG how unhappy he was in July 2018 it had refunded one of his premium payments of £75.66.

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 don't uphold this complaint. I'll explain why.

Both parties have referred to events before February 2018. Mr B has emphasised that his complaint is about the period February 2018 to July 2018 and that's the period I'll consider.

There's no evidence that Mr B incurred any additional heating costs due to BG's misdiagnosis. Mr B says the cost of gas used would be roughly the same but his loss should be measured by 'was hot water produced when required for showers, sink use and for other white goods'. He says that's impossible to measure, but he should be paid a percentage of the cost.

As there was no financial loss, in effect Mr B seeks compensation.

There was a problem with Mr B's central heating that needed to be corrected so there would have been some delay in having the correct problem remedied. But from what BG's said the delay wouldn't have been as long as from March to July so I think its misdiagnosis did cause some additional delay.

Mr B told BG he had hot water and central heating. But he says the hot water was inconsistent, either tepid or roasting and evening showers were always tepid. Whilst the inconsistent water supply would have been annoying and inconvenient this isn't a case where the consumer had no hot water or heating at all.

BG's already paid Mr B £155.66 in compensation for the distress and inconvenience caused by its delay and poor service for the relevant period. Mr B's now confirmed he's received that amount. That's a fair and reasonable amount to compensate Mr B for the distress and inconvenience he's detailed. There's no basis for me to award any more compensation than BG's already paid.

Also, there's no basis for me to say BG must refund the remaining central heating premium for the policy. Mr B has had the benefit of cover during that time whether or not BG misdiagnosed a problem.

Mr B wants BG to investigate how the error occurred and tell him. Under our rules we don't have the power to tell a business how to conduct its internal procedures. So I can't say it must investigate, take any appropriate disciplinary steps and inform Mr B of the outcome, even if I thought it should. However, BG has already told Mr B it had fed back to the manager of the engineers who misdiagnosed the cause of the problem.

Our investigator correctly explained why we can't look at BG's policy on the sale of power flushes to consumers. From the evidence I've seen there's nothing to suggest the misdiagnosis was motivated by sales targets the engineers may have, if any.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 29 April 2019.

Nicola Sisk
ombudsman