

## **complaint**

Mr C's complaint arises from the handling of a claim made under his central heating and boiler insurance cover with British Gas Insurance Limited.

Mr C is represented in this complaint by his daughter. All references to Mr C in this decision should be read as including anything said or done on his behalf by his daughter.

## **background**

On 17 December 2017 Mr C reported a problem with his boiler as he was not always getting hot water in the kitchen, bathroom and shower. British Gas said it would send a contractor out between 2pm and 6pm that day. However, a contractor arrived, after midnight and left around 1.15 am.

The contractor apparently checked the boiler and the taps in the house but couldn't fix the problem. He said he would arrange for another contractor to attend between 8.00am and 12.00pm next day.

Mr C is elderly and in ill-health. He has to attend hospital for treatment three days each week and cannot rearrange these treatments. He was due to attend hospital on 18 December 2017 and so his daughter took a day off from work to attend the appointment. The contractor didn't arrive until around 9.30pm. He couldn't fix the problem either and told Mr C that it was a plumbing problem with the shower (which isn't covered under the policy) and not a problem with the boiler.

Ms C says that as it was nearly Christmas and difficult to get an emergency plumber, she took Mr C to stay at her home, as otherwise he would have been without hot water. She says she didn't have time between Christmas and her father's treatment to arrange a plumber until 8 January 2018. The plumber fitted a new shower, in accordance with what British Gas had advised on that day, but this didn't solve the problem. The plumber told her that the cause of the problem was the boiler, as there was no hot water to any outlets in the house.

Mr C called British Gas out again and a contractor attended on 9 January 2018. He still maintained that it wasn't a problem with the boiler but was a plumbing issue. Mr C therefore had to call his own plumber out again who confirmed what he had previously advised. He apparently recommended a heating engineer who attended and on 11 January 2018 and diagnosed that the heat exchanger was faulty. Once he had repaired this, the problem with the hot water was resolved.

Mr C is very unhappy with the service provided by British Gas. He says:

- he was without hot water in his house for approximately four weeks.
- Whilst he was at his daughter's home during most of this period, he was away from his home and this meant it was taking him longer to get to his hospital appointments.
- British Gas' engineers failed to diagnose the problem with the boiler during three separate visits.
- His daughter had to take two days off from work to ensure she was available for the appointments, and further three days for the independent plumber and engineer to attend.
- British Gas further didn't respond to Mr C's complaint within the required

timeframe of eight weeks and he had to chase for a response.

- He had to pay £504 to get the boiler fixed, and the unnecessary work on the shower, which should have been done by British Gas on 17 December 2017.

After Mr C brought his complaint to us, British Gas offered to reimburse the £504 costs that Mr C had incurred. It also offered £200 compensation for the distress and inconvenience caused.

Mr C didn't accept the offer, as he thinks the compensation doesn't properly reflect the trouble caused to him and his daughter.

One of our investigators looked into the matter. She upheld the complaint and recommended that the compensation be increased to £500.

British Gas doesn't accept the investigator's assessment and so the matter has been passed to me. British Gas says that there was a four week delay in getting the boiler fixed, but three weeks of that was the time taken by Mr C's daughter to get back in contact after the visit on 18 December 2017. The repair was completed within two days of it being made aware there was still an issue with the hot water, albeit by a third party. It therefore maintains that the sum offered of £200 is reasonable.

### **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 am pleased to note that British Gas accepts that this claim was mis-handled. I have seen no evidence that the problem with the boiler would have been difficult to diagnose or that British Gas's assumption that the problem Mr C reported was to do with the shower and not the boiler was a reasonable one to make at the time. Given this, it seems to me on the evidence available that the boiler problem should have been diagnosed and fixed either at that appointment on 17 December 2017, or the next day at the latest. It follows therefore that I consider all the loss, distress and inconvenience which followed, flowed directly from that initial failing by British Gas.

Understandably, Mr C moved in with his daughter, rather than stay in a house with no hot water in the middle of winter. While they didn't get a plumber out until a week into the new year, this was a busy time of year and Mr C has to have regular hospital treatment. I do not agree that Mr C can be criticised for that delay. And as stated, if British Gas had done what it should have done on 17 December 2017, this would not have been necessary.

Mr C was therefore out of his home and had to travel to his hospital visits. British Gas has asked for proof of his usual journey to the hospital but I see no reason to doubt that moving in with his daughter – while alleviating the situation given he had no hot water in his house – would have also caused him upheaval and inconvenience.

In addition, British Gas was significantly late for two appointments and Mr C also had to find a plumber, arrange and attend the work to the shower and his boiler to be done and then involve British Gas again.

I agree with the investigator that the £200 offered by British Gas for this is not sufficient.

Mr C is elderly and has a serious health condition. I accept that he was caused significant distress and inconvenience by the handling of the claim and also the complaint, all of which was entirely avoidable and unnecessary. I therefore agree with the investigator that the sum of £500 is appropriate.

**my final decision**

I uphold this complaint against British Gas Insurance Limited and require it to:

- reimburse the costs paid by Mr C to fit and refit the shower and mend the boiler, together with interest at 8% simple per annum, from the date he paid for this work to the date of reimbursement; and
- Pay the sum of £500 compensation for the distress and inconvenience caused to him by the handling of this claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 27 October 2018.

Harriet McCarthy  
**ombudsman**