

complaint

Miss B has complained about the level of service she received from British Gas Insurance Limited under her home emergency insurance policy.

background

Miss B has a property that she rents out. She took out a policy with British Gas which covered boiler service and repairs for that property.

Miss B's tenants had reported that they'd been without heating on a few occasions. British Gas visited the property a number of times over the past two years either to carry out inspections or repairs to the boiler.

Miss B has made a number of complaints to British Gas since the policy was taken out. She doesn't believe that the checks carried out by British Gas were thorough enough. These, she believes, have led to British Gas having to visit the property a number of times without fully resolving the problem. She's also unhappy with a number of errors made in correspondence where British Gas sent correspondence to an incorrect address or addressed it to the wrong person.

She feels that British Gas misdiagnosed the problem with her boiler when it advised her that the system needed a power flush and that the heat exchanger needed replacing. This led to her not being able to get a gas certificate. Miss B has since replaced her boiler and wants British Gas to pay for this as well as refunding all her premiums. I will deal with Miss B's complaints in more detail in my findings.

British Gas has offered Miss B compensation for the errors made when corresponding with her and also for cancelling an appointment. It has replaced parts that should've been replaced earlier free of charge. But it doesn't agree that the problems with her boiler were misdiagnosed. And because it says that the boiler was able to be fixed and didn't need to be replaced, it won't pay for the replacement.

Our adjudicator didn't think that the complaint should be upheld. She thought that British Gas did enough to rectify the mistakes it made. And she didn't think that British Gas should pay for Miss B's new boiler as this isn't covered under the policy, because the boiler was able to be repaired.

Miss B didn't agree. She also said that the adjudicator ignored evidence she provided from independent witnesses because she believes her tenants were intentionally complaining about the heating to make her buy a new boiler.

my findings

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

Miss B has complained about a number of issues, some of which are outside my remit and which I therefore can't consider. These include issues with the gas certificate as well as the inspections carried out by British Gas. But I will look at Miss B's other complaints against British Gas.

independent witnesses

Miss B has provided evidence from witnesses about her tenants. She believes that her tenants were deliberately complaining about the boiler to make her buy a new one. I haven't considered this evidence because it doesn't relate to British Gas. This complaint is only about how British Gas dealt with this claim as the insurer.

missing radiator valves

Miss B has complained that British Gas didn't identify that these were missing on its first visit to the property. And British Gas has said that it won't replace valves if they are missing altogether. Miss B says that had this been identified earlier, she would've bought replacement valves so that they would be covered under the policy. But even if this had been identified earlier, Miss B would've still had to buy new valves. She acknowledges that herself. So Miss B is still in the same position whether the valves were replaced by her when the policy started or months later.

boiler not replaced despite a number of visits

British Gas visited Miss B's property a number of times after she took the policy out in December 2013. On each of the visits it was able to repair the fault. But in May 2015 Miss B was advised that a power flush was needed to clear debris in the system. And that potentially the heat exchanger would have to be replaced too.

About three months later Miss B got a power flush done through another company. But there were still problems with the heating system so British Gas said that the heat exchanger would need to be replaced. British Gas offered to waive the cost of replacing this if after the repairs were done the system still didn't work. Miss B didn't agree with this. She eventually got another company to replace her boiler.

Miss B's policy says that British Gas won't replace the boiler if it's able to repair it. I think the offer put forward by British Gas was reasonable. And I haven't seen any evidence from another engineer to say that the boiler wasn't able to be repaired. So I don't think British Gas was wrong not to replace the boiler. And for that reason I don't think it needs to pay for Miss B's new boiler.

Miss B questions why the heating was working even though according to British Gas the heat exchanger had to be replaced. But British Gas said the boiler wasn't working fully. And in any event it recommended a power flush first and only if that didn't fully remove the debris would the heat exchanger need replacing.

missing flue

Miss B says that British Gas should've identified this sooner. Because it didn't, she wasn't able to get a gas safety certificate. British Gas accepts that this should've been identified sooner. But this wasn't the reason she wasn't issued a gas safety certificate. And it has replaced this free of charge. I think British Gas acted reasonably in the circumstances and rectified its mistake.

merging of policies

Miss B has complained that some of her correspondence was either sent to the incorrect address or addressed to the wrong person.

British Gas has apologised for these errors and offered Miss B compensation. It explained that these were due to a system error. Miss B believes that these were data protection breaches and has referred the matter to the relevant authority. From what I've seen British

Gas has tried to correct its errors and has compensated Miss B for the trouble and upset caused. I think this is reasonable.

The same error led to her and her parent's policies being merged into one policy. British Gas offered to separate them but said it needed to cancel her policy first and then set up another one.

Miss B didn't agree to a new policy because she said that the price had increased and she was unhappy about this. British Gas continued to carry out work to Miss B's property in spite of this so I don't think that Miss B has suffered any prejudice.

increase in premium

Miss B was quoted a higher premium on renewal of her policy. She complained to British Gas who offered her a £40 discount. This would've meant that she would be paying about the same as she was paying before. I think this was a reasonable offer.

As far as I know Miss B hasn't yet accepted this offer. British Gas has since written to her to say that a new policy would have to be set up. Because of this she would benefit from an introductory discounted rate. It's not clear whether that was the rate she was quoted before.

In any event Miss B's policy was about to be renewed. So it was a new policy and can be subject to a different price. I can't comment on how insurers price their policies but I can consider whether a price has been increased unfairly. This doesn't seem to be the case here.

Overall I think British Gas has made errors when corresponding with Miss B and has also failed to diagnose problems. It has acknowledged its mistakes and either offered Miss B compensation (around £400 so far) or fixed the problem without charging her. I think it has acted reasonably in the circumstances. So I don't think it would be fair for me to ask it to pay any more compensation.

my final decision

For the reasons above, I'm not upholding Miss B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 15 March 2016.

Anastasia Serdari
ombudsman