

complaint

Mr M complains about the service provided to him by British Gas Services Limited ("British Gas") under his HomeCare policy ("policy").

background

Mr M has a policy with British Gas that provides central heating, plumbing, drains and home electrical cover. His policy runs from February to February each year.

Between 9 October and 9 November 2016 a number of engineers attended Mr M's property to address several issues with his central heating system.

On 24 November 2016 a British Gas service manager attended Mr M's property. At this visit it was agreed that the central heating system was now working fine. But British Gas agreed, as a gesture of goodwill, to pay Mr M £50 direct to his bank account and to apply a credit of £122.67 to his policy – three monthly premiums of £40.89 – for the poor level of service it had provided.

However instead of applying a £122.67 credit to Mr M's policy, British Gas sent Mr M a cheque for £122.67 which he 'cashed'.

On 25 April 2017 an engineer attended Mr M's property to carry out an annual service on his central heating system and cooker. British Gas says a full central heating system service was undertaken (a point disputed by Mr M) with no problems being identified.

However, problems were identified with a socket and Mr M's cooker with, according to British Gas, the socket issue being fixed within a couple of days and the cooker issue being fixed by mid-May 2017.

Mr M referred a complaint to us about the service he had received from British Gas. He said that this service, for a number of reasons, had been poor and that he was still experiencing problems with his cooker.

Mr M's complaint was considered by one of our investigators. He said that in his view British Gas had done enough to compensate Mr M for its poor service between October and November 2016 by paying him £172.67. And if he was still experiencing problems with his cooker (for which British Gas had already paid £50 direct to his bank account), he should contact it direct.

Mr M responded to say he disagreed with the investigator's view. However he confirmed he had called British Gas (as advised by the investigator) and although he thought the service he had received from British Gas was again poor, the problem with his cooker had been fixed in a matter of days.

The investigator considered Mr M's response to his view but wasn't persuaded to change his mind. Therefore the matter was passed to me for review and decision.

I issued a provisional decision on this case in November 2017. In summary I said:

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

It's clear Mr M has very strong feelings about this complaint. He has provided detailed submissions in support of his view which I can confirm I've read and considered in their entirety. However, I trust that Mr M will not take the fact that my findings focus on what I consider to be the central issues, and that they are expressed in considerably less detail, as a discourtesy. The purpose of my decision isn't to address every point raised. The purpose of my decision is to set out my conclusions and reasons for reaching them.

the 2016 service issues

I can appreciate Mr M's frustration in having a number of engineers attend his property between October and November 2016. And that he might have been caused some confusion when, instead of applying a credit to his policy (which might have meant three future direct debits of £40.89 not having to be collected), he was paid £122.67 by cheque.

But I'm satisfied that the payment already made by British Gas of £172.67 (£50 plus £122.67) represents fair and reasonable compensation for it to have to pay. I've come to this conclusion having had regard to, amongst other things, that multiple visits (albeit not as many as were actually made) were in my view required and the number of days Mr M was entirely without heating and hot water.

For the sake of clarity I would also add that I'm satisfied that British Gas only ever agreed to give Mr M, in addition to the payment of £50, £122.67. In other words it never agreed to not collecting three monthly direct debit policy payments of £40.89 (£122.67) and to issue a cheque for £122.67.

As I say above I appreciate that by sending Mr M a cheque for £122.67 British Gas might have caused him some confusion. But this cheque was sent instead of (not in addition to) British Gas not collecting three monthly direct debit policy payments of £40.89. I've also seen no documentary evidence that Mr M incurred any bank charges as a result of British Gas collecting the three direct debits that it did in late 2016/early 2017.

the 2017 service issues

I can appreciate Mr M's frustration in having a number of engineers attend his property between April and August 2017.

But I'm satisfied that the payment already made by British Gas of £50 represents a fair and reasonable compensation for it to have to pay. I've come to this conclusion having had regard to, amongst other things, that multiple visits (albeit not as many as were actually made) were in my view required and that Mr M wasn't ever left entirely without cooking facilities. And that on attending Mr M's property in August the problem with his cooker was fixed within a matter of days.

So in summary I'm currently of the view that British Gas need do nothing more.

British Gas responded to say it had nothing further to add.

Mr M, despite being given extra time to do so, didn't respond.

my findings

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

But given that Mr M didn't respond and given that British Gas says it has nothing further to add I see no reason to depart from my provisional findings and conclusions and I now confirm them as final.

my final decision

My final decision is that British Gas Limited need do nothing more given that it has already paid Mr M £222.67 for the poor service provided to him in 2016 and 2017.

I appreciate Mr M will be disappointed by my conclusions. My final decision, however, represents the last stage of this service's dispute resolution procedure. Mr M doesn't have to accept my decision and if he doesn't do so, he will be free to pursue legal action against British Gas Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 January 2018.

Peter Cook
ombudsman