

complaint

Mr C complains about a claim made under his home emergency insurance policy with British Gas insurance Limited (British Gas). He is unhappy with the difficulty in arranging an appointment as well as advice given to him when he had his boiler installed.

background

Mr C tried to make an appointment for an issue with his boiler in March 2018. He was unable to get through to an adviser on the phone so made an appointment online. He later cancelled this appointment as he was able to carry out a repair himself. Following this, Mr C complained to British Gas and said the issue was due to a frozen pipe and that he was unhappy the pipe had not been insulated when the boiler was installed.

British Gas responded to Mr C's complaint and paid him £40 in recognition for the difficulty he experienced in making an appointment. It also said the advice given when the boiler was installed was correct.

Mr C brought his complaint to this service for consideration. One of our adjudicators did not uphold the complaint. They felt British Gas had fulfilled its obligations, and its offer of £40 to be reasonable. Mr C did not agree. The matter has therefore been passed to me for a final decision.

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 not upholding this case, for the same reasons as the adjudicator.

I appreciate it would have been frustrating not being able to speak to an adviser to make an appointment, but Mr C was able to make one online. While I agree the next available appointment date was later than reasonably expected, the offer of £40 made by British Gas in recognition of this was reasonable. I say this as Mr C's issue arose at a time of poor weather over a large area, and whilst I would expect a company the size of British Gas to be able to cope with increased demand there will be times when any company's service levels are affected by demand.

Mr C was unhappy with the advice given to him about insulation not being needed when his boiler was installed. The installation of his boiler was carried out on a chargeable basis and not under an insurance policy with British Gas. I therefore am unable to look into this matter, as it is not an activity which is regulated by the Financial Conduct Authority, the usual test for our remit. The adjudicator who handled the case has given Mr C the details of the Energy Ombudsman which does cover British Gas as a company (as opposed to an insurer), and Mr C may wish to contact them to see if they can help with this aspect of his complaint.

Installation being outside of my remit aside, the issue of frozen pipes is also something which would not be covered under the policy as the terms and conditions state:

"What's not covered

Frozen pipes that need defrosting where there is no other damage"

In this case there seems to be no other fault with Mr C's system. And whilst I admire his ability and skill in resolving the issue himself I don't think I can award any additional amount as if this should have been done by British Gas Insurance, as I don't think that would have been covered (whether British Gas as the installer would be liable is not for me to say).

my final decision

I do not uphold this complaint. I make no award against British Gas insurance Limited, and my remit does not extend to British Gas as the installer.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 9 December 2018.

Christopher Tilson
ombudsman