

## **complaint**

Mr and Mrs S are unhappy with the service they've received from British Gas Insurance Limited in relation to their home emergency policy.

## **background**

Mr and Mrs S had an annual service on their boiler. Shortly after, they had issues with their boiler and contacted British Gas to fix it. Unfortunately there were multiple issues over a period of around three months. British Gas arranged multiple visits to diagnose and fix problems.

Mr and Mrs S say British Gas made over 30 visits. They say they were often left without heating and/or hot water for extended periods of time. This caused them a great deal of disruption, distress and excessive time off from work. They say British Gas should've resolved the issues much sooner.

British Gas agreed its service could've been better. To put things right, it refunded four monthly premiums totalling £158.92 and paid £100 compensation. It also deducted £25 from their annual renewal so that the cost of the policy was in line with the previous year. It said that the number of call outs wouldn't affect the cost of future annual renewals. Lastly, it offered Mr and Mrs S a £700 voucher which they could use against the purchase of a new boiler through British Gas.

Mr and Mrs S didn't think this went far enough given the inconvenience and distress they'd been caused. It also didn't take into account Mr S' loss of earnings for the time he'd taken off work.

Our investigator recommended that British Gas increase its offer of compensation to £500 and a refund of the four monthly premiums. She also asked British Gas to inspect some loose wiring that Mr and Mrs S had said wasn't dealt with previously.

British Gas agreed but Mr and Mrs S didn't. So the complaint has 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.

It's clear the service Mr and Mrs S received from British Gas was poor. There were a high number of engineer visits booked over a period of several months. During this time, the problems with the boiler weren't resolved. Having intermittent use of hot water and heating would understandably be very inconvenient and of great concern to Mr and Mrs S. Mr S also says he's had to take a number of days off work for the visits.

So the issue left for me to decide is what would be suitable compensation for what's happened.

I've taken into account that British Gas did try to put things right by paying compensation, refunding premiums and ensuring future premiums wouldn't be affected by the number of call outs. It also offered £700 in vouchers towards a new boiler which Mr and Mrs S turned

down because they didn't want to buy one from British Gas. This does show that it took their concerns seriously and thought about how to rectify things. I think most of what it offered was fair in the circumstances. However, its offer of £100 compensation was very low when considering the impact these issues had on Mr and Mrs S and their family.

Mr S has had to take lots of time off from work but he's told us this was all paid leave. So it wouldn't be fair for me to say he's suffered any loss in earnings due to something British Gas did. But I accept it would've been very inconvenient to take such a large amount of unplanned time off work.

Some of the problems that occurred weren't things that were covered by the insurance policy and Mr and Mrs S had paid for that work separately. Anything not covered by the insurance policy wouldn't be something I have the power to look into or make any award against British Gas. But I note British Gas did cancel an invoice for £199, so Mr and Mrs S have received some of that work free of charge.

Mr and Mrs S don't feel £500 sends a strong enough message to British Gas in order to prevent this happening again to other customers. But my role isn't to fine or punish British Gas for any mistakes it's made. Instead, I can only look at Mr and Mrs S' specific circumstances and award a suitable level of redress to put right (as best as possible) the problems they incurred.

Taking all the circumstances into account, I think the £500 compensation and refund of four monthly premiums suggested by the investigator is fair and reasonable. This is in addition to the offer British Gas made of deducting £25 from the annual renewal and the assurance that future renewals won't be affected by what happened.

### **my final decision**

For the reasons explained above, I uphold this complaint. British Gas Insurance Limited should:

- Pay Mr and Mrs S £500 compensation for the inconvenience it caused. The £500 includes any compensation payments it's already paid to Mr and Mrs S.
- If it hasn't already, it should refund four monthly premiums totalling £158.92.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 4 September 2017.

Tero Hiltunen  
**ombudsman**