

complaint

Mr C complains about the service he received from British Gas Insurance Limited under his home emergency insurance policy.

background

Mr C was unhappy about the time British Gas took to deal with the matter when he had a problem with his heating boiler. And he was also unhappy about other aspects of the service he'd received.

British Gas accepted that the service Mr C received wasn't satisfactory. And it paid him compensation of £230.

Mr C didn't consider £230 adequate compensation, so he complained to this service.

Our adjudicator thought Mr C's complaint should be upheld. And that he should receive compensation of £600 for his trouble and upset, including the £230 British Gas had already paid him.

British Gas disagreed with the adjudicator's conclusions. So, the matter's been referred to me to make 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've decided to uphold Mr C's complaint and I'll explain why.

Mr C says he reported a problem with his boiler on 19 January. He says it was initially an intermittent fault, but from 23 January the boiler wasn't working at all, so he had no heating or hot water until it was eventually fixed on 1 February. He says he had to buy an electric heater. And pay for taxis whenever he needed a shower.

Mr C says there were numerous visits by British Gas engineers from when he reported the fault to when it was fixed. And he had to take a lot of time off work for these visits, which affected his pay and bonus. He says he also lost precious time with an elderly relative, before she died.

Mr C also says British Gas engineers broke a floating worktop in his home and tried to hide what had happened.

British Gas says it's already given Mr C £930 compensation, because it's reduced the price of his new boiler by £700 as compensation, in addition to the £230 it's paid him. And it's given us the quotation for Mr C's new boiler, which it says confirms the position.

I see Mr C has had problems with his boiler dating back to 2014. And these were only resolved in February 2016. In the meantime British Gas has attended on many occasions prior to the episode which led to Mr C's complaint. And Mr C suffered continued inconvenience as a result of these long term problems. Taking this background together with

the specific events detailed in this decision I think Mr C has suffered considerable trouble and upset.

British Gas has paid Mr C £230 compensation and £35 for the cost of repairing his worktop. It says it's paid him a further £700 compensation, by reducing the cost of his new boiler by that amount. But the quotation I've seen describes this as a 'discretionary discount' which was only valid for 14 days, rather than compensation for the inconvenience he'd experienced. Mr C has told us if he'd thought this was compensation, rather than a discount off a new boiler, he'd have taken it and then shopped around for a boiler.

I don't think the £700 discretionary discount can be fairly regarded as a compensation payment. And I think it's reasonable, in the circumstances, for me to ask British Gas to pay Mr C compensation of £600 for the trouble and upset he experienced as a result of its poor service, including the £230 it's already paid him.

my final decision

I uphold Mr C's complaint against British Gas Insurance Limited. It must pay Mr C £600 compensation for his trouble and upset, including the £230 it's already paid him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 24 June 2016.

Robert Collinson
ombudsman