

complaint

Mr L complains that British Gas Insurance Limited didn't carry out a boiler repair under his home emergency policy.

background

Mr L had a HomeCare policy with British Gas for over 10 years. In February 2015 an engineer told Mr L that a boiler case clip was missing. The engineer fitted a carbon monoxide alarm and took no further action.

In May 2015 Mr L cancelled his policy and took one with another insurer, which I'll call "A". A's engineer came to Mr L's home unexpectedly in May to carry out an initial inspection. That engineer said the missing case clip was against regulations and the gas needed to be turned off. Mr L contacted British Gas to complain that it hadn't repaired the problem in February.

British Gas sent an engineer the same day. Mr L says the engineer told him the problem had been noted on two previous occasions. As parts had to be ordered the repairs weren't completed until the following day. In the meantime the engineer isolated the boiler so that the family had gas for cooking but no heating or hot water. Mr L was warned not to use the boiler.

Mr L complained to British Gas. It offered £238.91 in compensation, which was one year's premium. It also said only one engineer had noted that the case clip was missing.

Mr L didn't accept this offer and complained to us. He said British Gas had breached the contract and put his family in danger by not following gas regulations which could have resulted in carbon monoxide poisoning. He and his wife had been very upset and worried about this. The family had missed their day out when the engineer came (it was a Bank Holiday) and he had to take the following day off work to have the repairs completed. He thought British Gas was trying to cover up that the fault has been noticed by them more than once. He'd also spent a lot of time making the complaint. Overall he wanted compensation of £500.

The adjudicator thought British Gas' offer was reasonable. As Mr L didn't agree his complaint has been passed to me for a 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.

Mr L feels very strongly that British Gas should be held accountable for not repairing the fault when it was first noticed. So I'm sorry to disappoint him but I think it has made a reasonable offer of compensation. I'll explain why.

From A's engineer's immediate actions when he saw the missing case clip, it looks like British Gas should have repaired the problem in February. Fortunately Mr L and family weren't hurt as a result of the delay in the repair. I note British Gas had put in a carbon monoxide alarm that would have alerted Mr L of any leak. But entirely understandably, once Mr L knew it was a potentially serious problem, he was worried for his family.

As Mr L wasn't aware of the situation until May 2015, I can't give compensation for his potential anxiety for all the time the clip was missing. And I can only award compensation for the trouble and upset that did happen due to the delays in the repair, not for what might have happened.

Even if there had been a breach of contract, I don't give compensation for that alone. I look to see if there has been any loss, upset or inconvenience as a result of an insurer's unreasonable actions.

British Gas' delay in repairing the fault meant that Mr L's family's planned day out couldn't happen. Mr L says he and his wife took off the Bank Holiday, which they usually work, and the change of plans caused tension within the household. I do understand it was disappointing for them. If the repair had happened when it should have they wouldn't have had their plans disrupted. But as a part for the repair had to be ordered I think it's likely the engineer would have always had to return another day to complete the work. And it's likely Mr L would have had to take the time off work.

I can see that Mr L has put a lot of thought into preparing his complaint to send to us. But it's only in exceptional circumstances that I decide that the time a consumer has spent trying to resolve their complaint means they should be awarded compensation. There aren't any exceptional circumstances in this case.

Overall, British Gas' offer of compensation is in the region of what I would have awarded to Mr L had it made no offer. I understand the offer is still open if Mr L wants to accept it.

The information British Gas has sent to us shows the missing clip was noted in February 2015, and not before. Mr L says he was told differently by its engineer and is concerned that British Gas hasn't given us the correct information, or possibly there are two different systems in place. I don't think there's a need to look into that further. For what I've said Mr L will see that even if the fault had been noted before it wouldn't make any difference to the amount of compensation I thought fair.

my final decision

I don't uphold Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 4 January 2016.

Nicola Sisk
ombudsman