

complaint

Mr G says British Gas Insurance Limited mishandled claims under home emergency insurance policies.

background

Mr G has HomeCare Three policies with British Gas for two properties. In November 2016 Mr G took out a policy for Property One. British Gas arranged a "First Visit" to inspect the boiler and central heating system. But the appointment didn't take place on the day set and had to be re-arranged. When the engineer attended he identified two faults with the boiler as the diverter valve and condense pipe were both leaking. British Gas said it would cover the boiler generally but wouldn't offer cover for these faults as they were pre-existing. The engineer provided Mr G with a quote to have these parts repaired.

Mr G's central heating then stopped working so he booked an appointment for the repairs to be done. But the engineer didn't attend and another appointment had to be arranged. When the engineer attended he said that the leaking valve had caused the motor to fail and blow a fuse. He said that the repair wasn't covered by the policy as it'd been caused by the pre-existing faults with the boiler.

Mr G disagreed with the engineer and said it's been the engineer who'd damaged the motor when he'd inspected it. But he agreed for the repair work to be done intending to challenge the invoice later. When the engineer didn't attend Mr G's property as expected he arranged for an independent engineer to repair the boiler. But this engineer didn't fix the boiler so Mr G called British Gas again. British Gas treated this as a chargeable callout and sent an engineer who noted that the diverter body had been changed but not the diverter head. The boiler was repaired the following day.

Mr G complained to British Gas about its poor service. British Gas agreed its service hadn't been up to standard and offered a total of £100 as compensation. It didn't agree it should pay the cost of the motor for the boiler as it said it'd been damaged by the already faulty parts.

At Property 2 Mr G had some electrical wiring issues. He arranged with British Gas for an engineer to attend under his second HomeCare policy. It took six appointments over around six weeks before the work was completed. There were four missed appointments and one appointment when the engineer had been unable to gain access.

Mr G again complained to British Gas about the number of appointments that had been missed and the inconvenience it had caused him. British Gas agreed it hadn't offered him an acceptable standard of service and offered him £100 compensation. This made a total of £200 compensation offered. British Gas then increased this offer to £250 compensation when it looked again at Mr G's complaints.

Mr G disagreed with the amount of compensation and complained to this service. Our adjudicator recommended that a total settlement of £450 would be fair and reasonable. This took into account the number of missed appointments and phone calls that had inconvenienced Mr G and that he hadn't had any hot water or central heating for 10 days during the winter and there'd been small children in the household.

The adjudicator didn't agree that Mr G should be reimbursed for the cost of replacing the motor in the boiler. He said there were existing faults with the boiler that weren't covered by

the policy and he didn't have any evidence that the problem with motor wasn't directly linked to those faults.

Mr G didn't agree with our adjudicator's opinion and his complaint has been passed to me.

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 seen the details of the number of appointments that were missed for both of Mr G's properties and the number of phone calls Mr G had to make chasing where British Gas' engineers were. British Gas also accepts that it provided Mr G with a substandard service.

I appreciate Mr G would've been caused inconvenience and distress by British Gas; he was without hot water and central heating for several days during the winter. But compensation awards by this service are generally modest and it's not our remit to punish businesses. I think a total amount of compensation of £450 is fair and reasonable for the missed appointments and delay in repairing as it's in line with other awards made by this service.

Mr G feels strongly that British Gas should cover the cost of the repair to the boiler's motor. But I think it's more likely than not that the motor was directly affected by the leaking parts that already existed. And as these faults weren't covered by the policy I don't think it would be fair or reasonable to require British Gas to cover that cost.

Mr G has also said he shouldn't have been charged a callout fee for the boiler. British Gas says he was charged as this was an "on demand visit" following a third party carrying out unsuccessful repairs to the boiler. This meant the problem required a diagnosis to be carried out and wasn't covered by the policy. Looking at the circumstances of this call out I think its fair British Gas charged Mr G.

So looking at the evidence I agree with our adjudicator that a fair and reasonable settlement for Mr G's complaint is for British Gas to pay a compensation payment totalling £450.

my final decision

It's my final decision that British Gas Insurance Limited pay Mr G a total compensation payment of £450 for the distress and inconvenience caused to him.

British Gas Insurance Limited must pay this amount within 28 days of the date on which we tell it Mr G accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 23 June 2017.

Jocelyn Griffith
ombudsman

