

complaint

Ms B has complained that the service offered to her by British Gas Insurance Limited under her home emergency insurance policy was unacceptable.

background

Ms B called British Gas to make a claim when her boiler broke down on 4 March 2014. A contractor came out and inspected the boiler. He managed to repair it, but said that the boiler needed to be turned off because the “pipe condensate drain” had corroded meaning that carbon monoxide could be leaking. The contractor said that the pipe condensate drain was not in British Gas’ stock and would have to be ordered.

British Gas subsequently told Ms B that the part was due to arrive on 9 March 2014 and so she says both her and her husband made arrangements with their employers to make sure they were home that day. However, British Gas did not attend, so Ms B called British Gas for an update the next day.

A short time after discussing the situation with several different customer relations advisors at British Gas, Ms B decided to locate the part herself. By this stage, she had raised a complaint about the delay and the service she had received during her discussions with British Gas’ representatives.

Ms B contacted the manufacturer of her boiler to find out whether it had the part in stock. It told her that it had some available but it could not sell the parts direct to her. Ms B therefore contacted British Gas to tell it the part was available but there were apparently problems between British Gas and the manufacturer and so it was not able to buy it from the manufacturer directly. However, after further discussions between Ms B and British Gas that day – it managed to get the part sent to her house for the next day.

The repairs were completed on the evening of 14 March 2014, ten days after the boiler had been switched off. Ms B complained about the delay and the inconvenience she experienced calling around to get the part.

British Gas said that it would pay £30 compensation and cancel the remaining insurance premium for the year (£138). As Ms B did not think that the offer was fair, it offered to pay Ms B £250 compensation or the equivalent of this, minus her remaining insurance premium.

One of our adjudicators looked into the case. She agreed with Ms B that there had been unnecessary delay but she thought that British Gas’ second offer was fair. Ms B disagreed with the adjudicator’s findings. Ms B does not think the adjudicator properly took account of the following:

- the time that she invested to get the part and without her intervention, it would not have been repaired
- the part was immediately available from the manufacturer but it would not deal with British Gas directly
- the impact that no heating and hot water for ten days had on her family, which included two young children
- that British Gas original offer was £30 gesture of goodwill
- her electricity bill for the period was higher than normal, because she had to use electric fan heaters.

The adjudicator asked for further information about the electricity bills but Ms B does not have copies of her bills in a form that can be sent to us.

As the parties have been unable to agree, the complaint has been passed to me to issue a final decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I can quite understand Ms B's frustration about the time taken to repair her boiler and it is clear to me that the relations between British Gas and the manufacturer caused delay in getting the part. It seems to me that in normal circumstances it would probably have taken a day or two for the repairs to have been done. Therefore it took about eight days longer than would have been reasonably expected. And I also agree with Ms B that she should not have had to take the actions she did in getting the part.

I must therefore consider the consequences of this and decide if I think British Gas' offer is fair for the inconvenience that Ms B experienced chasing around for the part, and the time that her family went without heating and hot water. I have no doubt that it was a stressful time and would have been very inconvenient coping without a boiler with a young family. I note that Ms B had a gas fire and electric heaters available, which whilst not ideal would have alleviated part of the situation.

However, having taken all the circumstances into account, I agree with the adjudicator that £250 compensation is not unreasonable and is in line with awards made in similar circumstances.

my final decision

I do not uphold this complaint against British Gas Insurance Limited. It should now pay the £250 previously offered to Ms B.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms B to accept or reject my decision before 1 May 2015.

Harriet McCarthy
ombudsman