

complaint

Mr T complains about the service he received from British Gas Services Limited ("BGSL") under his HomeCare policy.

background

- Mr T had a new boiler installed by British Gas in May 2014. This came with a free HomeCare policy covering the period 20 May 2014 to 19 May 2015.
- BGSL engineers attended Mr T's property to inspect and carry out work on his boiler on three separate occasions between 20 May 2014 and 19 May 2015.
- No boiler service was carried out between 20 May 2014 and 19 May 2015 as it was never (in this period) more than one year old.
- Mr T was invited to renew his HomeCare policy on 14 April 2015.
- Mr T renewed his HomeCare policy, at a cost of £270.69, covering the period 20 May 2015 to 19 May 2016.
- BGSL engineers attended Mr T's property to inspect and carry out work on his boiler on three separate occasions between 20 May 2015 and 19 May 2016.
- Mr T raised a complaint with BGSL in March 2016 about the service he had received from it since May 2014. BGSL engineers attended Mr T's property to inspect and carry out work on his boiler between 1 April and 13 May 2016.
- A boiler service was carried out on 1 April 2016.
- BGSL says it invited Mr T to renew his HomeCare policy three to four weeks before 19 May 2016. Mr T says he didn't receive this invite.
- Mr T confirmed to BGSL in May 2016 that he was satisfied with what it had done to resolve his March 2016 complaint.
- Mr T didn't renew his Homecare policy for the period 20 May 2016 to 19 May 2017.
- In December 2016 Mr T arranged for his 'own' engineer to inspect his boiler. Mr T says that for just under £500 his own engineer was able to rectify the problems he had been experiencing (since shortly after his boiler was installed) and which BGSL had failed to identify and rectify on several occasions.
- Mr T raised a second complaint with BGSL in February 2017 about the service he had received from it since May 2014. He said that to resolve matters he was looking for BGSL to refund all the HomeCare policy premiums he had paid, for it to meet in part the cost of his own engineer's invoice and to pay him something further by way of compensation.
- BGSL issued a final response letter in April 2017. It said that it was prepared to pay Mr T £130 in full and final settlement of his complaint.

This complaint was considered by one of our investigators who concluded that it should be upheld in part. In summary he said that in his view BGSL had provided Mr T with a poor level of service given it had failed to rectify, despite a number of visits, what Mr T describes as being an unacceptable level of noise emanating from his boiler and a need on his part to have to keep topping up the pressure. And taking everything into account he thought £250 represented an appropriate sum for BGSL to have to pay.

BGSL agreed but Mr T didn't. Mr T said that *"£250 in [no] way compensates [him] for what [he] had to endure from [BGSL]."*

The investigator wasn't persuaded to change his mind so the matter 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. Having done so, I can confirm that I've come to the same overall conclusions as the investigator and for broadly the same reasons.

I do sympathise with Mr T's situation. He had to ask BGSL to send engineers out to his property on a number of occasions. I can also understand his frustration given that it appears BGSL failed to fix what he says were two ongoing issues, noise and falling pressure. And for this I agree with the investigator that Mr T should be fairly compensated.

Mr T says the two ongoing problems with his boiler were fixed quickly and efficiently by his own appointed engineer in one visit in December 2016, at a cost to him of just under £500. Mr T has provided an invoice in respect of this sum. But this invoice shows that for the cost of just under £500 a service was carried out, a radiator was replaced, and six thermostat valves were supplied and fitted.

Furthermore I note that this invoice makes no reference to any work being directly undertaken to identify and fix what Mr T says were historical problems of boiler noise and falling pressure that BGSL had failed to identify and fix, or what the cost of that 'work' was. So although I can understand why Mr T feels that BGSL should meet the cost of this invoice (in part), I can't fairly conclude that it should.

Mr T says that as a result of BGSL's failings his boiler might now have a shortened life. But in the absence of any documentary evidence to support such a view, and evidence to support this is as a direct result of failures on the part of BGSL, I see no grounds for making an award in this respect.

However I do accept, like the investigator, that Mr T has suffered a degree of trouble and upset for which he should be fairly compensated. But taking everything into account, including what Mr T says was a need on his part to take time off work, I think £250 represents a fair and reasonable sum for BGSL to have to pay.

my final decision

My final decision is that I uphold this complaint in part. British Gas Services Limited must pay Mr T £250 in full and final settlement of his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 10 August 2017.

Peter Cook
ombudsman