

complaint

Mr L complains that British Gas Insurance Limited gave him poor service under a home care agreement.

background

Mr L called for help with a number of plumbing issues. He complained that British Gas was late for the appointment and should give him a rebate of its £50 policy excess or call-out fee.

The adjudicator didn't recommend that the complaint should be upheld. He didn't think that British Gas should reduce the excess.

Mr L disagrees with the adjudicator's opinion. He says, in summary, that £50 is the maximum British Gas could have charged him – and it should be less because of its service failures.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Where I refer to British Gas, I include other parties for whose actions I hold it responsible.

The British Gas terms weren't very clear as to whether the £50 excess applied to each call-out or to each completed repair. I take into account the relevant law and regulations. And I think it's fair and reasonable to interpret the terms in favour of the consumer. In Mr L's case that means £50 for each call-out.

Mr L says the main reason he called British Gas for help was because of low water pressure in the main bathroom. But – as it made the note at the time – I place more weight on the British Gas summary of his call as follows:

*“leaking taps
low water pressure in bathroom hand basin
slow flow into toilet cistern”*

So I think the issue of low water pressure in the bathroom hand basin must include its taps.

Mr L says the engineer rang to say he was on his way - just before the end of the five-hour appointment window. And he arrived about 15 minutes late.

Mr L got the engineer to do a number of jobs.

But the engineer didn't investigate the low pressure issue in the bathroom basin. Mr L says the engineer wouldn't look at ceramic taps. The engineer also declined to try to repair the kitchen tap.

British Gas only charged one £50 excess. The invoice arrived while Mr L was away on holiday.

I think it's significant that Mr L's first email of complaint was about the engineer's lateness – not about anything else.

British Gas offered him reductions of £5 and then £10. This is quite common business practice. I don't think it establishes that it had been at fault.

Mr L turned down the offers and British Gas withdrew them. I think it was entitled to do so – subject to our right to consider whether to order it to make redress to Mr L.

I accept that engineers will sometimes be held up by having to do more work than anticipated. The engineer was only about 15 minutes late getting to Mr L. He ought to have apologised and he didn't. But I don't think that there's enough to warrant any payment – or discount – to Mr L.

He hasn't provided enough evidence of what (if anything) was causing low pressure in the bathroom basin. And he hasn't provided enough evidence of what British Gas ought to have done to the kitchen tap. So I can't say it was unreasonable that British Gas didn't fix those problems.

As British Gas had attended a call-out and done more than one repair, I don't think it was unfair that it charged Mr L £50.

Overall I don't think that it would be fair and reasonable to order British Gas to make any redress to Mr L.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 18 January 2016.

Christopher Gilbert
ombudsman