

complaint

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

background

Mr C had a hot water cylinder in his roof space. It failed and caused damage to the bedroom below. He complained that British Gas should have warned him. He also complained that it took ten days to replace the cylinder – leaving him without heating or hot water. The business offered to waive six months premiums amounting to about £160 as a gesture of goodwill.

The adjudicator did not recommend that the complaint should be upheld. She did not conclude that British Gas was obliged to check the cylinder as a part of the annual service. She said its delay caused upset and inconvenience for which compensation was warranted. But she said the waiver of about £160 was a reasonable offer.

Mr C disagrees with the adjudicator's opinion. He says, in summary, that British Gas should have inspected the cylinder more carefully before it burst.

my findings

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have seen photographs of Mr C's hot water cylinder covered in insulation. I am not persuaded that a British Gas engineer ought reasonably to have noticed its corroded state during an annual service visit. Therefore I do not hold British Gas responsible for the damage to Mr C's home and consequent disruption.

I note that he says he made a claim on his buildings policy but had to pay an excess of £250.

British Gas sent an engineer on the day of the emergency. It ordered a replacement cylinder. I accept that it took about ten days before British Gas installed it. And in the meantime Mr C and his wife (who was unwell) were without heating and hot water.

I accept that the replacement was bound to take some time. But I consider that British Gas might have sourced a replacement cylinder a few days sooner than it did.

Nevertheless, I agree with the adjudicator that the waiver of about £160 was fair and reasonable compensation for the trouble and upset the delay caused to Mr C. I do not conclude that it would be fair and reasonable to order British Gas to make any further redress to Mr C.

my final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr C to accept or reject my decision before 23 February 2015.

Christopher Gilbert
ombudsman