

complaint

Mr S complains that British Gas Insurance Limited's offer of compensation for the poor service it provided under his home care policy isn't enough.

background

Mr S had a HomeCare policy with British Gas. In 2009 he had problems with his central heating and hot water. He says these were resolved when he paid for a third party to do a power flush through the heating system.

He had no further problems with the system until November 2014 when he phoned British Gas to tell it that some radiators were cold. Two days later its engineer attended to try to fix the problem. Mr S says that this was start of a 'nightmare' with seven visits by engineers over nine days. After that there was intermittent noise from the heating which gave him sleepless nights if the heating was left on.

Mr S says that he and his family have suffered financial loss and great stress over thirteen months due to British Gas. He has listed the points he wants to complain about in detail. These include: he had to take time off work, waste his own time when he was retired, paid extra electricity for heating and hot water, had upset and trouble when British Gas repaired his ceiling, had to do tidying of the kitchen after the leak and redecoration of the ceiling, his son became ill due to stress and lost lucrative jobs, all the family suffered stress and 'trauma'. In total he seeks £4,019 compensation for himself, wife, son, daughter-in-law and baby grandchild.

British Gas accepted in its letter of 22 July 2015 there had been a problem with some of its work and detailed what it had done to correct the faults. Its letter of 9 December 2015 detailed some of the work it had done to correct the noise Mr S said he could hear in the heating. In total it offered Mr S compensation of £536, plus £139 for a replacement microwave which had been damaged by a leak, plus £30 for its lack of response to Mr S's letters.

In addition it didn't charge for a power flush in November 2014 which would usually have cost about £719. It offered to consider Mr S's loss of earnings if he could provide proof of loss of earnings due to its error. And it paid for the cost of repair and redecoration to Mr S's ceiling damaged by the leak.

Mr S doesn't think the compensation is enough. He wants £4,019 that he's broken down into certain elements, plus additional amounts for the further complaint letters he's written.

Our adjudicator explained that as British Gas didn't become regulated until August 2009 we're not able to look at any part of Mr S's complaint before that date. She thought British Gas had offered a fair amount of compensation for the events from 2014 onwards.

Mr S didn't agree so the complaint has been referred to me for 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.

Mr S will see that the business name in this decision (British Gas Insurance Limited) is slightly different to that mentioned in previous correspondence (British Gas Services Limited). British Gas Insurance Limited is the correct business for this complaint and British Gas agrees.

Mr S's complaint is about events to May 2009 and from 2014. The adjudicator has correctly explained that as British Gas didn't become regulated until August 2009 we're unable to look at any part of Mr S's complaint before that date. I can consider the issues he's complained about from 2014.

I don't uphold Mr S's complaint. I'll explain why.

In response to the adjudicator's view Mr S has said we have only part of his much larger file of correspondence with British Gas which we haven't seen. He hasn't provided any more information but I have seen British Gas' file which included Mr S's correspondence to it. His letter of 22 September 2015 to British Gas and email to us of 13 March 2016 summarised his key points. But from the further information he gave to British Gas I understand he and his wife were going through a difficult family time at the same time as the problems with his heating.

I can only award compensation if the person insured under the policy has suffered a loss, upset or inconvenience as a result of British Gas' error. Mr S is the insured person. He has asked for compensation for his son's loss of earnings and all the family's upset. But, even if I did think that was reasonable, it's not something I can order British Gas to pay as they aren't insured under the policy.

British Gas has already offered to consider Mr S's loss of earnings but first he needs to provide proof of the loss. Mr S says he's asked his accountant for that information which he'll need to send to British Gas to review.

Mr S wants £500 for a work surface he says was damaged by the leak. British Gas' view is that the damage was due to wear and tear, not the leak. As there's no evidence to support that the leak caused the damage British Gas doesn't need to pay for the work surface.

I don't require British Gas to pay compensation for some of the other issues Mr S seeks compensation for. For example, British Gas went to listen to the 'buzzing noise' Mr S said the heating made but it couldn't hear the noise on several visits. When the source of the noise was found (pipes vibrating) it was fixed. So British Gas fixed the problem in a reasonable timescale of knowing what the problem was. And I don't generally award compensation for the time it takes for someone to make and deal with a complaint. There are no reasons why I'd do so in Mr S's case.

He seeks compensation for his loss of hot water and heating in 2009 and 2014. As I said, I wouldn't take into the account the days in 2009 in making an award. British Gas' notes say Mr S was without heating and water for two days in 2014, Mr S says it was three days.

For the items that British Gas should pay compensation for, its offer is fair. Mr S has queried the power flush cost of £719 saying it was £670. But even if that's correct British Gas has paid or given Mr S's services worth over £1,300. That's more than the compensation I would have awarded if it hadn't given any.

Mr S has said that he hasn't cashed the cheques that British Gas has sent him. If that's the case it needs to cancel and reissue cheques to Mr S.

my final decision

I don't uphold Mr S's complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 May 2016.

Nicola Sisk
ombudsman