

complaint

Mr H complains that British Gas Insurance Limited gave him poor service under his home care emergency insurance.

background

Mr H has had a Homecare 400 policy with British Gas since 2012. This covered the maintenance and repairs for a gas fire in his living room. The fire was the only source of heating for that room. Mr H noticed gradual build up of soot staining the walls, ceiling and curtains of his living room which, by 2015, had caused considerable damage. He believed the problem had started around the same time British Gas had done work on the fire and was caused by poor maintenance.

British Gas was aware of the soot problem from August 2013 following an annual service. It had also noted soot build ups during other routine inspections and maintenance work. It advised Mr H about the use of the appliance but it hadn't investigated the cause of the soot. In April 2014 British Gas tested the fire and said a new pipe was required which was replaced in the June.

In March 2015 Mr H's gas fire had to be disconnected as it was deemed dangerous and unfit for use. It was later considered beyond economical repair. British Gas visited Mr H and diagnosed a number of different reasons for the soot problem. It considered that there might be a problem with the flue and chimney but a later inspection by a chimney cleaning company didn't find anything wrong. Mr H complained to British Gas.

British Gas told Mr H it wasn't responsible for replacing his fire or for the damage to his living room. He complained to this service. When we raised the complaint with British Gas it proposed a goodwill payment of £300 to Mr H for his distress and inconvenience.

Our adjudicator investigated Mr H's complaint. He recommended that it should be partially upheld. He felt British Gas' failure to investigate had led to the soot damage getting worse so recommended £600 compensation. He believed a further £200 should be added to the £300 compensation already offered plus £100 as a goodwill gesture for not offering the family alternative accommodation. He didn't think British Gas were liable for replacing the fire. Both British Gas and Mr H have disagreed with the adjudicator's opinion and the complaint has been passed to me.

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 H's fire was installed in 2011 and British Gas was the only company who had inspected and maintained it. Mr H feels the problem with the soot was due to poor workmanship and that British Gas should replace his fire and repair the living room. The policy covers his fire for annual inspection, parts and labour. But replacing the appliance is only provided if it's damaged by fire or an explosion. So for me to require British Gas to replace the fire I would need to be satisfied that the soot problem had been caused by British Gas' faulty work.

British Gas was aware of the soot problem in 2013. It says that it advised Mr H the fire should've been used in addition to central heating and not as the only method of heating the

room. Mr H doesn't think he was told this either by British Gas or when it was installed. But I haven't seen any evidence that 'over use' was the reason Mr H's living room had become so badly stained.

Mr H says that there were problems with the repairs carried out in 2014 as the wrong pipe was fitted. But as the soot build up had already started by that time I don't think this was the cause of the problem. And as I haven't seen any evidence about what was the source of the problem I can't be satisfied British Gas was responsible for it. So I am not upholding that part of Mr H's complaint.

But it wasn't until 2015 when the fire was found to be in a dangerous condition and uneconomical to repair that British Gas started to investigate. By offering £300 compensation I think British Gas has acknowledged it failed to act as promptly as it should have. And although the policy may not have covered the repairs, I think Mr H should've been able to rely on British Gas to provide a service that would help him keep the fire in a good and safe working condition. So I think that British Gas should've done more than it did and that it's likely the lack of action caused the damage to Mr H's living room to get worse.

I've seen the photographs of Mr H's living room and by 2015 the room had been badly affected by the soot. This would've caused significant concern to him, especially as he had an elderly relative who was in poor health living with him. I think that a compensation of £600 to Mr H is reasonable to reflect the distress and inconvenience he has suffered. Mr H wasn't strictly entitled to alternative accommodation under the policy, but in light of his family's circumstances, I think it would've been fair and reasonable for British Gas to have made such an offer. So I have included £100 in the above sum to reflect this.

my final decision

For the reasons given above, I'm partially upholding Mr H's complaint. British Gas Insurance Limited must pay Mr H £600 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 10 December 2015.

Jocelyn Griffith
ombudsman