

complaint

Mr A complains about the poor service he says he's received on a number of occasions from British Gas Insurance Limited (BG) under his HomeCare policy.

References to BG include its contractors.

background

Mr A contacted BG on a number of occasions when he needed work to be done under his HomeCare policy. He complains that he received inadequate service, particularly in the period September 2017 to August 2018. He gives four specific examples.

1. Water leak – October 2017

In October 2017 Mr A called BG as he had four inches of water in his cellar. BG's engineer undertook some pressure tests and concluded that the problem was a leak under the kitchen floor. He advised that the floor would need to come up. Mr A was sceptical about this, and contacted his local water board. They told him that they had repaired a leak in a main almost opposite his house, which would've raised the water table and leaked into Mr A's cellar.

Mr A was concerned that if he'd followed BG's advice, his newly laid kitchen floor would've been taken up. This would've caused disruption and damage for no reason.

Because BG's engineer had formed the view from the pressure testing he'd done that there was a leak, Mr A wanted confirmation that this wasn't the case. He says he was directed by BG to its local office which he called a number of times. He says he was promised a call back, but this never happened.

In response to Mr A's complaint, BG has said that its engineer believed that there was a leak based on his pressure testing. In these circumstances he would need to inspect the pipework and he provided the best advice at the time. It said its engineer would be provided with feedback.

BG investigated Mr A's complaint that BG hadn't contacted him when it said it would. This involved searching the calls received not just by BG but also by its contractors against the three numbers it held for Mr A covering the period 01/10/2017 - 31/05/2019 and against his home phone number. BG says it has records of calls it made to Mr A, but of only one call received from him, and this call was abandoned. Its contractors have no record of any calls received from Mr A's home number during this period. Mr A wasn't able to provide any evidence that might've contradicted this.

2. Boiler service – November 2017

The annual service of Mr A's boiler was due in November 2017. Mr A says that two BG engineers attended on a Tuesday. He says the boiler was working perfectly at the time. But after a short time the engineers told him that the boiler was no longer working and this might've been caused by them. They said that another engineer would come out later that day. This engineer didn't arrive until the next day, and he then advised he had to get a part. He returned the following day with the part but found that screws had been over tightened by the previous engineers and to address this he needed another

part. The next day he arrived with the further part and got the boiler going again and completed the inspection. So according to Mr A, it had taken from Tuesday until Friday to rectify a problem that BG's engineers had caused.

With regard to this complaint, BG's records show that an engineer went to Mr A's house to conduct the annual boiler service on Monday 30 October 2017 but he wasn't able to gain access. BG's visit record for that day states:

"30/10/2017 - no access, called customer but no answer. White/glass door"

An engineer, recorded as an "expert", arrived on Wednesday, 1 November. The visit record for that day states:

"1/11/2017- Parts required, erratic voltages to fan, blr shows either "T" or "C1", pump runs, nothing else. Blr non op, will re-raise when working"

The same engineer returned the following day. The record for that day states:

"2/11/2017- Unable to remove combustion panel as screws have been chewed to bits, more parts"

The engineer returned the next day, Friday 3 November, and the record states:

"3/11/2017- Code0: drilled out screws, replaced fan, replaced screws & tested, all OK"

So a fault caused, or at least identified, on the Wednesday was repaired on the Friday.

3. Porch light – August 2018

Mr A called BG in January 2018 to repair his porch light. The engineer who attended confirmed that the repair was covered by his policy but he couldn't do it in the time available and told Mr A that a longer visit was needed. Mr A didn't contact BG again until August to try to get his porch light fixed. He says he specifically asked for a long appointment time.

When BG's engineer arrived he said it would be a long job and he only had 40 minutes. He did a couple of small jobs and then left, leaving the porch light unrepaired.

In relation to this complaint, BG apologised for the fact that the timescale for the job hadn't been amended. It said its engineer should've arranged for a new date for the work to be carried out and said it would provide feedback to the engineer's manager regarding this.

4. Tenants' boiler – February – March 2018

In a cold spell in February – March 2018 tenants in Mr A's house told him that their boiler wasn't working. BG sent an engineer the next day, a Tuesday. He advised that a new pump was required and he'd be back with it the following day. He didn't return, and Mr A says he made repeated calls to BG to find out why he hadn't. On the Friday, Mr A's tenants left the house to stay with relatives. Mr A contacted an independent plumber who said there was nothing wrong with the pump, defrosted the condensate exhaust pipe and got the boiler going.

BG says it's already investigated this complaint and made a settlement of £108.00 to Mr A to cover the costs of his independent engineer. It says this was accepted by Mr A and the complaint was then closed.

Mr A's believes that he's been paying premiums to BG for a deteriorating level of service. He says he wants reimbursement of premium payments he's made to BG in the sum of £863.41, and also to be reimbursed for a payment of £415.00 he says he made to his tenants directly resulting from BG's failure to meet its obligations. He says the total of £1,278.41 doesn't include expenses such as travel and office expenses he's incurred because of BG's failure to meet its obligations.

BG told Mr A it was unable to refund him the £1,278.41 he requested. But it did agree that he'd received poor service, and in view of this offered him a goodwill gesture of £50.00. Mr A has rejected this. He cancelled his HomeCare agreement in October 2018.

A senior manager at BG reviewed Mr A's complaint but upheld the initial findings.

Mr A brought his complaint to this service. Our investigator considered each complaint and her view was that the £50 compensation that BG had offered was proportionate to the distress and inconvenience caused.

Mr A has asked that his complaint be referred to an ombudsman, so I'm now going to provide my view.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm upholding Mr A's complaint, but I'm not going to ask BG to do anything more than to pay him the £50 it's previously offered him.

I should say at the outset that I'm only able to consider the first three complaints mentioned above. I can't consider the fourth complaint, about his tenants' boiler.

This complaint was addressed by BG who provided Mr A with £108 compensation. On 18 May 2018 it sent Mr A a Summary Resolution Letter with referral rights to our service. This stated:

"You have the right to refer your complaint to the Financial Ombudsman Service, free of charge - but you must do so within six months of the date of this email. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances"

Mr A's complaint to this service wasn't brought until 5 February 2019. It's therefore been made out of time, and so I'm afraid I can't consider it.

I'll provide my view on each of the three remaining complaints in turn.

1. The water leak

I can understand that Mr A would've been concerned when he received advice from BG's engineer that he believed was incorrect and which, if followed, would've led to considerable disruption and inconvenience. But I have no evidence to suggest that BG's engineer was

wrong in concluding from his water pressure test that there was a leak, and that to investigate this further the floor would have to be taken up.

As Mr A didn't follow this recommendation, and so didn't suffer any damage to his house or any inconvenience from doing so, I don't consider that compensation is appropriate.

As for Mr A's complaint that BG failed to return his calls, our investigator sought evidence from both BG and from Mr A as to calls made and received in order to inform her view. As the only evidence provided is of one (abandoned) call from Mr A to BG, I don't have sufficient information to uphold this complaint.

2. The boiler repair

Mr A says that two BG engineers attended on a Tuesday and were responsible for his boiler needing a repair. BG's contemporaneous records, which I have no reason to disbelieve, show that a single engineer attended on the Wednesday, although a visit had been attempted on the Monday.

From the information available to me it's unclear whether or not there was a problem with Mr A's boiler before BG's engineer undertook his annual service. Mr A says it was working perfectly. BG's records show some issues that required a spare part. But even if I were to have found that BG's engineer was responsible for a repair being necessary, the repair was done on the Friday, so within two days. I don't consider that the delay in this repair was unreasonable, although Mr A would've suffered some inconvenience in having to make arrangements for an engineer to make two return visits.

3. The porch light

In my opinion, Mr A did suffer some inconvenience when he booked a long appointment in August 2018, yet the engineer who turned up only had 40 minutes available to him, which wasn't sufficient time to undertake the repair. Mr A says he asked the engineer to do another repair, which he did, but the visit was a waste of time for the purposes of fixing the porch light.

This repair doesn't appear to have been urgent. Mr A had waited from January until August to make an appointment. However I think that some compensation would be appropriate for the loss of this opportunity to have this repair done.

Mr A is seeking reimbursement of premium of £863.41 for the poor service he feels he has received on a number of occasions, which he describes as a lack of resources and competence on the part of BG. But I can't agree that the service provided by BG, although below expectations in some respects, merits compensation at this level. Awards of compensation by this service should not be punitive. They're intended to reflect inconvenience or upset above that which could normally be expected when an insured event occurs.

In the case of the three complaints that I can consider, I don't consider that BG has caused more than a low level of inconvenience. My view is that the £50 that BG has offered is fair and reasonable compensation in the circumstances.

my final decision

For the reasons I've give above, I'm upholding Mr A's complaint and require British Gas Insurance Limited to pay him £50 compensation unless such sum has already been paid to him.

Unless already paid, British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr A accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 May 2020.

Nigel Bremner
ombudsman