

complaint

Mr J complains that British Gas Insurance Limited is responsible for poor service in connection with his home emergency insurance policy.

background

Where I refer to British Gas I refer to the insurance company of that name and I include engineers and others insofar as I hold that company responsible for their actions.

On about 11 October 2018 Mr J called British Gas for help with his central heating boiler. British Gas said that the flue had its terminal missing – and this had caused the boiler to get wet.

Mr J complained that British Gas gave him conflicting information about what the policy covered. At first it said he had to pay to remove part of his roof in order to take make access to his flue. Later it said that – as the flue was more than a metre long - he would have to pay for a new one.

British Gas replaced the flue – free of charge - even though it was longer than a metre.

At first our adjudicator recommended that the complaint should be upheld. He thought that British Gas shouldn't have asked Mr J to make access. He had said that – to make access through his roof and to reinstate it – Mr J paid £860.00 but he had not received a receipt. The adjudicator recommended that British Gas should pay Mr J £430.00 compensation based on 50% of the access costs.

British Gas disagreed with the adjudicator's initial opinion.

Our adjudicator changed his opinion. He didn't recommend that the complaint should be upheld. He thought that - if British Gas had given the correct advice - the cost of making access was something Mr J would've still had to pay. By replacing the flue free of charge British Gas put him in a better financial position.

Mr J disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- After British Gas recommended work in 2016 he got someone to come & do the job privately at a very reasonable price. British Gas visited in 2016, 2017 and 2018 and didn't say anything was wrong.
- In 2016 he had open heart surgery, followed by a stroke. During 2016, 2017 he and his family were busy with his physiotherapy.
- British Gas treated him and his wife very badly. From 18 October 2018 until 4 December 2018 they were without a working gas boiler, causing them physical discomfort.
- They made around 100 calls to British Gas during that period. The British Gas customer service staff made at least 7-8 different appointments. They were so disgusted that they put Mr and Mrs J on the priority list.

- British Gas did not keep their appointments and whenever an engineer came it was with no parts.
- British Gas says the replacement flue cost over £800.00. But it did the job in less than 45 minutes.
- Mr J and his wife suffered discomfort and distress. They had to take 8 days off work.

my findings

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

The policy covered repair or replacement of certain parts. It also covered making access and making good - up to a limit of £1,000.00.

The policy terms covered repairing or replacing a faulty flue – but not if it was over 1 metre in length. I don't think that means that British Gas had to replace a flue over 1 metre with a flue shorter than 1 metre.

The policy didn't cover design or installation faults.

For faults that weren't covered, British Gas didn't have to do a repair or replacement - or to make access or make good.

From its work history I see that in December 2016 and March 2017 British Gas told Mr J about the missing flue terminal and the need to have this corrected.

Mr J has said that he contacted the flue installer who refitted it. But he says he no longer has any documentation to show this. I accept that British Gas made further visits but didn't record a missing flue terminal.

But the work history notes that the flue terminal was missing in October 2018. And Mr J hasn't mentioned any incident in which it went missing. So I find it likely that it had been missing since at least December 2016.

I accept the statement from British Gas that this had caused wetness in the boiler and its breakdown on about 11 October 2018.

Mr J was without central heating and hot water before he contacted British Gas. That's why he contacted British Gas.

In my view the engineer was wrong to ask Mr J to make access through the roof for work on the flue. He should've been clear on one of two positions. Either the policy covered making access, work on the flue and making good the roof - or the policy didn't cover the flue at all.

In my view the correct position was that the policy didn't cover the flue at all because it was over 1 metre long. So the engineer should've told Mr J that – and asked if he wanted a quote for the work.

But Mr J would surely have had to pay for making access through the roof. So – even if he could show us evidence of the cost – I don't consider that British Gas caused him the cost of that or the associated delay.

Mr J told British Gas that access had been made. The engineer returned on 18 October 2018 intending to replace the flue. But that visit was unproductive. On 24 October 2018 it told Mr J the policy didn't cover the work because the flue was over 1 metre.

From the file, I see that on 31 October 2018 British Gas installed a temporary flue and got Mr J's central heating and hot water working. So Mr J and his wife had been without central heating for about three weeks.

I do hold British Gas responsible for not keeping several appointments and so wasting Mr J's time. That caused him inconvenience and distress. But he hasn't provided enough details of his work or his earnings. So I don't find it fair and reasonable to direct British Gas to pay compensation for loss of earnings.

On 4 December 2018 British Gas installed a permanent replacement for the flue. The policy didn't cover the flue. So British Gas wasn't obliged to replace it free of charge. And I don't hold it responsible for not doing so sooner.

I accept that the supply and installation of the replacement flue would've cost Mr J over £800.00 Overall, I consider that the free replacement of the flue more than made up for the shortcomings I've found in the service of British Gas. So I don't find it fair and reasonable to direct British Gas to pay Mr J any compensation or to do anything further in response to this complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 3 April 2020.

Christopher Gilbert
ombudsman