

complaint

Mr H complains that British Gas Insurance Limited ("BGI"):

- failed on a number of occasions to properly repair his central heating boiler when he called on BGI under his home emergency insurance policy; and
- caused water leaks and damage to his property and possessions.

background

I issued a provisional decision on this complaint on 12 September 2019, a copy of which is attached to, and forms part of, this decision.

Mr H accepted my provisional decision. BGI responded to say, in summary that:

- it didn't agree that the time Mr H was without heating, cooking and hot water was excessive. It also pointed out that while an engineer was working on an appliance it was often necessary to turn off the boiler;
- it had taken BGI longer than it anticipated to answer Mr H's concerns. But at that stage the boiler had been repaired, there was heating and hot water, and Mr H's household insurer was dealing with his damage claim, none of which was hindered by delay in BGI's investigations; and
- it had offered compensation of £150, which it thought was fair, in recognition of the trouble and upset Mr H had suffered, and it was in contact with Mr H's household insurer in relation to the damage to his house. It thought the additional £350 I had recommended was higher than would be expected, particularly as one of the leaks was due to a component failure which was only discovered by the engineer after it had been fitted.

my findings

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

First of all I would like to clarify one point in relation to Mr H's complaint. He said that while BGI's engineers were working on his boiler he had to use a ceramic heater to keep warm, and he wanted to claim for the cost of this heating.

Although I didn't mention this specifically in my provisional decision, I did consider this point. I took the view that any such cost would be largely offset by the fact Mr H wasn't using fuel while the central heating was switched off. To the extent there was any additional cost I think it is compensated for within the general compensation figure I've proposed.

I've considered carefully BGI's further comments. However for the reasons I set out in my provisional decision, I remain of the view that:

- poor workmanship by BGI's engineers was a significant contributing factor to the time Mr and Mrs H were without heating, hot water, and power, the leaks they suffered, and the distress and inconvenience this caused them; and
- fair compensation for the distress and inconvenience BGI caused Mr H is £500, inclusive of the £150 it has already offered.

my final decision

My decision is that I order British Gas Insurance Limited to pay Mr H compensation of £500, inclusive of the £150 has already offered him, for the distress and inconvenience it caused him.

BGI must pay any compensation awarded within 28 days of the date on which we tell it Mr H accepts our 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 H to accept or reject my decision before 8 December 2019.

Lennox Towers
ombudsman

COPY OF MY PROVISIONAL DECISION OF 12 SEPTEMBER 2019

complaint

Mr H complains that British Gas Insurance Limited ("BGI"):

- failed on a number of occasions to properly repair his central heating boiler when he called on BGI under his home emergency insurance policy; and
- caused water leaks and damage to his property and possessions.

background

On 27 February 2018, Mr H's boiler failed, leaving him without heating and hot water. BGI's engineer came that day and said the problem was a faulty pressure release valve (PRV). He tried unsuccessfully to fit a replacement and said he would return the next day. Because of the exceptionally cold weather he left a small heater. But this smelt of dirt and grease and was unpleasant to use. So Mr and Mrs H used another heater which their daughter brought.

On 28 February 2018 the engineer returned with a colleague. They fitted the replacement PRV and restored heating and hot water. However on 2 March 2018 Mrs H found water running down a bedroom wall which had soaked a sofa bed and carpet and some irreplaceable photographs.

Mr H couldn't get through to BGI but did manage to contact the engineer on his mobile phone. The engineer contacted BGI, but it was 3 March 2018 before an engineer attended and seems to have got the system working again. Until then Mr H was without heating and hot water again, and had limited lighting as the water leak had fused half the lighting. Another engineer came on 7 March 2018 and replaced the PRV.

On 18 March 2018, Mr H found water again pouring down the same bedroom wall. He called BGI who sent another engineer. The PRV was again malfunctioning. This time they removed the boiler from the wall to deal with the PRV and rebuilt and refitted the boiler. This stopped the leak and restored heating and hot water.

Mr H claimed on his household insurance for the damage the water leaks caused to his property and belongings. He understands that BGI admitted responsibility for the damage to the household insurer. He complained to BGI about its poor service, and for the distress and inconvenience he and his wife had suffered.

BGI acknowledged that its service had been poor. It said it shouldn't have needed the number of visits that occurred, and Mr and Mrs H had suffered distress and inconvenience. It said the leak was caused by component failure rather than engineer workmanship. It offered Mr H a compensation payment of £150.

Mr H didn't accept this offer. He said he and his wife were in their seventies and had health issues. During a particularly cold period, they were left without heating and hot water. And during the interruption to their gas and electricity while BGI was attending to the problems they couldn't make hot food and drinks.

Although their household insurer had dealt with the physical damage, they had lost photographs which couldn't be replaced and had suffered the upset and inconvenience of the damage to their house and the time and effort it took to put things right.

Our investigator recommended that this complaint should be upheld. She said that she could see from BGI's records that its engineers visited Mr H's home a total of six times before the heating system was finally fixed. During that period there was a water leak twice from the heating system. She thought that fair compensation for the distress and inconvenience BGI had caused Mr and Mrs H was £300, inclusive of the £150 it had already offered.

BGI didn't accept the investigator's recommendation. It thought the £150 it had offered was fair. Mr H didn't accept the recommendation either. He thought £300 didn't sufficiently recognise:

- the time they were left without heating, cooking, and hot water during an exceptionally cold period;
- the time taken up trying to communicate with BGI; and
- the disruption they had suffered following the two leaks in drying the property, rewiring, redecorating, and replacing furnishings and carpets.

my provisional findings

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

It's not entirely clear from the limited notes available on BGI's system why following Mr H's initial call for assistance on 27 February 2018 it took a total of six visits until the system was finally fully working again on 19 March 2019.

Although BGI has said the first leak was caused by a faulty component being fitted rather than poor workmanship, I haven't seen any evidence to support this. And Mr H has said from conversations he had with some of the engineers that he believes poor workmanship was a cause.

I note that the system leaked not once but twice, which wouldn't have happened if a faulty component had been fitted and then replaced. So on balance I conclude that poor workmanship by BGI's engineers was a significant contributing factor to the time Mr and Mrs H were without heating, hot water, and power, the leaks they suffered, and the distress and inconvenience this caused them.

Mr H said he wasn't offered hotel accommodation while he was without heating and hot water. This is a benefit sometimes included in home emergency policies. It wasn't included in Mr H's policy, but given the ages of Mr and Mrs H and the circumstances that occurred I think it's something BGI should have considered offering.

Due to the impact it had on Mr H in his circumstances, I think fair compensation for all of this, inclusive of the £150 BGI has already offered, is £500.

my provisional decision

For the reasons I've explained, but subject to any further comments and evidence I receive from either Mr H or from BGI by 26 September 2019, I intend to uphold this complaint.

I intend to order British Gas Insurance Limited to pay Mr H compensation of £500, inclusive of the £150 has already offered him, for the distress and inconvenience it caused him.

BGI must pay any compensation awarded within 28 days of the date on which we tell it Mr H accepts our 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.

Lennox Towers
ombudsman