

complaint

Mr A says that British Gas Services Limited mishandled a claim under a home emergency insurance policy.

background

Mr A has a HomeCare 400 for his tenanted house with British Gas. In February 2016 a leak was discovered around the boiler and a claim made to British Gas. An engineer attended the same day and said that the leak was coming from the pipework above the boiler but as these were iron pipes they weren't covered by the policy. The engineer provided Mr A with a quote for changing the pipework.

Mr A disagreed that the pipes weren't covered. So the next day British Gas sent another engineer to the property to give a second opinion. This engineer also said the pipework wasn't covered. He turned off the boiler as the water was dripping into it.

But later the same day the engineer sent a text to Mr A saying he'd made an error and the pipework was covered. He said a plumber was needed to repair the problem. British Gas arranged a plumber to visit later that day.

But before he attended the plumber reviewed the job. He said that any repairs to the pipework would need access either via the floorboards or the ceiling. So before any work could be carried out British Gas needed Mr A to sign an 'Authority to Proceed' form. Mr A was then told the plumber couldn't attend that day.

Unfortunately British Gas then organised for an engineer rather than a plumber to attend the following day. This engineer again said a plumber was needed and British Gas organised a plumber to visit two days later. When the plumber attended he wasn't able to repair the leak as the pipes had been poorly installed and so weren't covered by the policy. He recommended the boiler wasn't used anymore.

Mr A complained to British Gas. He asked for compensation to cover a number of things. These included; the cost of legal advice he'd taken, the inconvenience for his tenants who'd been without hot water or central heating, loss of earnings for a tenant who'd taken time off work and his own inconvenience calling and chasing the repair.

British Gas accepted that its service hadn't been to the standard expected. It had wrongly advised Mr A that the pipework wasn't covered and there'd been confusion about whether an engineer or a plumber should've been arranged. It offered Mr A £210 compensation as a gesture of goodwill.

Mr A disagreed with British Gas's offer and complained to this service. Our adjudicator investigated his complaint. She didn't recommend it should be upheld. The adjudicator said she thought the offer was fair and reasonable as the compensation claimed by Mr A were for things not covered by the policy.

Mr A disagreed with our 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.

It's agreed that British Gas didn't provided the level of service that would've been expected under the policy. So the issue for me to decide is whether the compensation offered was fair and reasonable.

Mr A feels strongly that British Gas was trying to get out of repairing the leak. He says he had to take legal advice so that he could dispute the first engineer's view that the pipework wasn't covered. But British Gas accepted it had made an error the following day. And legal costs aren't something this service usually recognises nor is it a cost that's covered by the policy.

I don't agree that Mr A had no option but to seek legal advice to resolve this matter. British Gas responded directly to Mr A, no solicitor's letter had to be sent to get it to re-consider the view it had taken originally. And I haven't seen any documentary evidence about this advice or its cost. So I don't think it's fair to ask British Gas to reimburse Mr A.

Mr A has asked for compensation for his tenants both for inconvenience and for loss of earnings. But the policy is between Mr A and British Gas so inconvenience to third parties isn't covered. I can only look at the distress and inconvenience suffered by Mr A.

I appreciate that Mr A wasn't on site and had to challenge British Gas's first view so this would've been a stressful time. He was also anxious to get the matter resolved as quickly possible for his tenants. But awards for distress and inconvenience by this service are generally modest. I've seen that the leak was discovered on a Friday and repaired on the following Monday. Taking all the evidence into account I think that British Gas's offer of £210 compensation was fair and reasonable.

I'm not upholding Mr A's complaint.

my final decision

I'm not upholding Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 September 2016.

Jocelyn Griffith
ombudsman