

complaint

Ms T complains about the service she's received from British Gas Services Limited.

background

Ms T had a homecare policy with British Gas which covered her central heating, plumbing, drainage and electrics. In October 2016, she reported a leak and British Gas arranged a plumber to attend. The plumber contained the leak and assured Ms T that someone would return to finish the job the following day. The work was completed four days later but Ms T felt it could have been done by the plumber who first attended and that she'd spent four days with no water supply unnecessarily. She was also upset British Gas had refused to redecorate her ceiling following the repair, she was initially told she didn't have the right level of cover and that she'd had to do a lot of chasing before the plumbers attended for the second visit. She also complained that she'd had to chase British Gas to arrange her annual boiler service and that she'd had to pay £50 for each callout.

British Gas accepted there'd been failings in the handling of the claim. It apologised and paid her £210 compensation. It also explained that it attempts to contact its customers three times to arrange a boiler service and then it will wait for the customer to contact it.

Ms T remained unhappy and so she brought her complaint to this service. She also complained about the way British Gas handled her complaint. Our investigator felt the complaint should be upheld in part. Referring to the terms and conditions of the policy, he noted British Gas was liable to repair the parts of the ceiling it had damaged to gain access to the boiler but that it wasn't accountable for any redecoration. He felt that £210 compensation for the poor handling of the claim was fair. But he thought British Gas should've done more to remind Ms T that her boiler service was due and he recommended a further £30 compensation for this.

Neither party was happy with the outcome of the complaint. British Gas argued there's nothing in the contract stating the boiler must be serviced every twelve months, as long as it's completed within the policy period.

Ms T feels the 2016 leak might be linked to previous poor repairs and that the original plumber's lack of knowledge and skill contributed to the major leak. She's explained the cistern was repeatedly removed and she thinks this might have dislodged something, causing the water to eventually overflow the cistern, causing the flood. Finally she's pointed out that if the boiler service was delayed every year, British Gas would profit unfairly.

my findings

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

Ms T feels the 2016 claim might be linked to the failure of repairs carried out under previous claims. I've considered what she's said and I've looked at the claims summary but there's no evidence to support this. The previous claims did relate to leaks from the en-suite toilet area. But before the current claim, the last repair was finished in July 2015 and if it hadn't been done properly, it's likely this would've been apparent sooner. For these reasons I'm not persuaded that the current claim is linked to previous failed repairs.

I'm unable to comment on how British Gas handled Ms T's complaint. But I've considered the way it handled her claim, including the way it's administered her policy overall. I understand that Ms T's frustrated that the claim could perhaps have been resolved within the first call out. But I don't think the timeframe was unreasonable. However, even if the claim could've been resolved earlier, I think the £210 compensation British Gas has already paid addresses the impact this had on her.

I understand why Ms T feels British Gas should conclude the claim by decorating the part of the ceiling that was damaged as part of the work. But our investigator is right that the policy doesn't require it to do this.

Ms T's boiler was serviced in March 2017. Prior to that, the last service was in November 2015. Ms T thinks that in failing to remind her that her boiler had been due for its annual service, British Gas failed in its obligations under the contract.

British Gas has explained that it aims to call its customers to arrange the annual boiler service but Ms T's said it didn't do this. I accept that the contract requires it to undertake the annual service within the policy year. However, Ms T signed up for this contract on the basis that her boiler would be serviced annually and I think it's reasonable therefore that this is what she'd expected. I can see why she felt frustrated and disappointed, and in these circumstances I think £30 compensation is a reasonable amount in recognition of this.

Finally, Ms T's complained about being charged for callouts but British Gas has clarified that this represents the policy excess which is applied for each completed repair. Policy excesses are standard practice in the insurance industry so I don't think Ms T had been treated unfairly.

my final decision

I uphold this complaint in part and direct British Gas Services Limited to pay Ms T an additional £30 compensation. This is to be paid within 28 days of the date on which we tell British Gas Services Limited Ms T accepts my final decision (if she does). If it pays later then interest* will have to be added to the amount of £30 from the date of my final decision until settlement is made.

*If British Gas Services Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Ms T how much it's taken off. It should also give Ms T a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 30 October 2017.

Carolyn Bonnell
ombudsman