

complaint

Mrs M complains British Gas Insurance Limited provided poor service in relation to her HomeCare cover.

background

Mrs M was unhappy with the quality of a boiler she had installed in 2002 and the issues she later had with it. She claimed on her cover several times over the years.

After eventually having a new boiler installed in 2013, Mrs M complained about the boiler British Gas installed in 2002 being sub-standard. She was unhappy with the number of visits for parts to be fitted, and said some parts were fitted more than once. She said the issues caused her a lot of inconvenience and wanted British Gas to pay towards the cost of replacing the boiler.

British Gas agreed it had carried out a number of repairs over the years, but these were for unrelated faults. It pointed out that at the most recent visit in September 2013 there were no faults with the boiler found. As the boiler wasn't less than ten years old, the agreement wouldn't provide for the cost of a replacement. Mrs M complained to us.

Our adjudicator explained we couldn't look at anything British Gas did before 6 August 2009, as it didn't come within our remit until then. They also explained the boiler wasn't installed under the agreement and that we could only look at the actions taken by British Gas with regard to the agreement.

Looking at the rest of the complaint, the adjudicator recommended that British Gas offer some compensation for delay, a broken appointment and an additional appointment needed for work that should have been done at an earlier appointment. But they didn't think British Gas should cover the cost of the new boiler, as they felt repairs had been carried out under the terms of the agreement. The adjudicator suggested British Gas offer £150 but British Gas explained it wasn't responsible for a seven day delay the adjudicator had mentioned. It agreed to offer £90 as compensation instead, which the adjudicator agreed was fair.

Mrs M didn't think the offer reflected the inconvenience she suffered as a result of British Gas installing a sub-standard boiler in the first place.

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 seems that, initially, Mrs M's main concern was the type of boiler she had installed in 2002. For the reasons given by the adjudicator, I haven't looked in to anything that happened before British Gas came within our remit in August 2009. Or anything that wasn't done in relation to the HomeCare agreement.

Having looked at the file, I can see Mrs M has had various repairs done since she has had the agreement and that these must have caused Mrs M inconvenience. That said, I wouldn't ask British Gas to compensate her for issues that occurred with the boiler, unless it had acted unfairly regarding the cover. It wouldn't be fair for me to hold British Gas responsible for anything that wasn't its fault.

From the available information, I don't think the issues that arose with Mrs M's boiler were due to the actions of British Gas' engineers when carrying out repairs. Unfortunately, problems with boilers can arise and it was up to British Gas to respond to any claims made under the agreement. Broadly speaking, and while I realise Mrs M wouldn't agree, I think it has done that.

The engineers' records show that each time a claim was made, an engineer attended to attempt to carry out the relevant repairs. I haven't seen any evidence to suggest it did something significantly wrong or that there was one underlying issue with the boiler its engineers failed to diagnose when they should have done.

Mrs M wants British Gas to pay towards replacing her boiler. But the cover only provides for a replacement boiler where it installed the boiler and:

- it agrees the boiler is seven years old or more but is less than ten years old; and
- the consumer has held continuous HomeCare cover; and
- repair of the existing boiler isn't possible because, for example, spare parts are no longer available or it's beyond economic repair

Mrs M's boiler was over ten years old when she had it replaced. In the circumstances, I can't reasonably ask British Gas to cover, or contribute to, the cost of the replacement.

British Gas offered £90 compensation for the poor customer service the adjudicator brought to its attention. Namely, an appointment British Gas didn't keep in December 2011 and an unnecessary appointment in July 2013 because of an earlier engineer's oversight. I think the offer's fair in the circumstances, and I don't believe British Gas was responsible for much of the inconvenience Mrs M has suffered.

my final decision

For the reasons given, I've decided to uphold this complaint in part. I require British Gas Insurance Limited to pay Mrs M £90 as compensation for the level of service it gave her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 30 October 2015.

Nimish Patel
ombudsman