

complaint

Mr S complains that British Gas Insurance Limited gave him poor service under his home care insurance policy.

background

Mr S owns a property which he lets to tenants. He had British Gas insurance cover which included the central heating boiler. The policy covered repairs, subject to payment of an excess (or call-out charge) of £60.00.

Where I refer to British Gas or the insurer I refer to the insurance company by that name. I include its claims-handlers, engineers and others for whose actions I hold that insurer responsible.

Mr S called for help with his boiler. He complained that British Gas invoiced him two call-out charges but took months to fix the boiler. In its final response, British Gas said it had cancelled those invoices and paid Mr S a total of £250.00.

Our investigator recommended that the complaint should be upheld. She didn't think the £250.00 was fair. She recommended that British Gas should pay Mr S – in addition to the £250.00 – a further £300.00, that is £550.00 in total.

Mr S agreed with the investigator's opinion. He says, in summary, that the cancellation of the second invoice should not be taken into consideration as the work related to the original job.

British Gas disagreed with the investigator's opinion. It asks for an ombudsman to review the complaint. It says, in summary, that the investigator's recommendation isn't reasonable in the circumstances.

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 terms included the following:

*"If the fault is related to one we've fixed for you in the last twelve months, then you won't have to pay an additional **excess** or **fixed fee**. Our engineer will use their expert judgement to decide whether a fault is related to an earlier fault or not."*

British Gas did an initial inspection and boiler service on 13 November. But a couple of weeks later the heating and hot water stopped working properly.

Between November and March there were about 17 engineers' visits. That's many more than I would expect. On 3 occasions the engineer turned up later than expected. And British Gas didn't always communicate with Mr S as well as it should've done.

British Gas sent Mr S an invoice in November. In December it sent him a second invoice. From what it has said, I think this was for work related to the ongoing claim. So I don't think British Gas treated Mr S fairly by sending that invoice – or by chasing him for payment.

In mid-December Mr S complained that British Gas hadn't fixed the boiler. It was March 2018 by the time British Gas finally fixed it.

British Gas also issued a belated final response. It apologised for the number of visits its engineers had to make to repair the boiler. And it acknowledged that its engineers hadn't always arrived on time. I've seen evidence that British Gas made an electronic payment of the £250.00 it offered.

Mr S hasn't provided enough detail to show a loss of rent. But I accept that British Gas caused him difficulties with his tenants.

Mr S hasn't provided enough detail to show a loss of earnings. But I accept that British Gas caused him to take time off work.

I think the effect on Mr S was that he was inconvenienced regularly over a period of four months. He wasted time chasing things up. I think he felt upset that British Gas wasn't giving proper regard to him, his claim, his concern for his tenants and his complaint. And he felt aggrieved and worried that British Gas was chasing him for payment.

Overall I find it fair and reasonable to order British Gas to pay Mr S – in addition to the £250.00 it has already paid - a further £300.00 (a total of £550.00) for distress and inconvenience.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I order British Gas Insurance Limited to pay Mr S – in addition to the £250.00 it has already paid - a further £300.00 (a total of £550.00) for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 August 2018.

Christopher Gilbert
ombudsman