

complaint

Mrs C complains that after British Gas Insurance Limited ("BGI") repaired a radiator valve under her home emergency insurance policy her house water supply became noisy. BGI refused to rectify this and has now cancelled her insurance policy and an associated 5 year boiler repair warranty.

background

I issued a provisional decision on this complaint on 8 October 2019, a copy of which is attached to, and forms part of, this decision.

BGI said it had nothing further to add. Mrs C said she still disputed the service manager's version of how she spoke to him on his visit to her house. And she didn't think it right that the 5 year warranty should be taken away. However she said she would accept the suggested compensation of £100.

my findings

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

As neither Mrs C nor BGI has provided any fresh information or evidence in response to my provisional decision, I find no reason to depart from my earlier conclusions.

my final decision

My decision is that I uphold this complaint in part. I order British Gas Insurance Limited to pay Mrs C compensation of £100 for the distress and inconvenience it caused her in dealing with the complaint under her home emergency policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 6 December 2019.

Lennox Towers
ombudsman

COPY OF MY PROVISIONAL DECISION OF 8 OCTOBER 2019

complaint

Mrs C complains that after British Gas Insurance Limited ("BGI") repaired a radiator valve under her home emergency insurance policy her house water supply became noisy. BGI refused to rectify this and has now cancelled her insurance policy and an associated 5 year boiler repair warranty.

background

Mrs C had a home emergency insurance policy with BGI covering her central heating system. At the end of 2018 she called on BGI under the policy to attend to a leaking radiator valve in her bathroom. She says that after BGI's engineer had replaced this, her domestic water system became noisy when she ran taps downstairs or switched the shower on.

Another BGI engineer said the noise was "water hammer", which was a plumbing issue and wouldn't have been caused by the work done in changing the radiator valve. Mrs C's policy didn't cover plumbing issues so BGI said it wouldn't investigate the issue under the policy.

Mrs C complained to BGI. She remained convinced BGI's engineer had done something to cause the noise. She had difficulty raising a complaint on the phone and was kept on the line for long periods on several calls.

Eventually a service manager attended her house. He said that when Mrs C ran the hot water tap the only noise was the cold water tank filling in the loft, which was completely normal. He didn't detect any sound of water hammer.

It appears that the conversation between the service manager and Mrs C became heated. Unbeknown to the service manager, Mrs C had previously complained about the conduct of one of BGI's engineers. She complained in general terms about the service provided by BGI's engineers and said they were all "perverts".

The service engineer told Mrs C that it seemed BGI would be unable to meet her expectations and that her comments about its engineers were unacceptable. So her insurance policy and boiler warranty would be cancelled. BGI wrote to her in February 2019 confirming this decision, and returned the credit on her policy account.

It said it was entitled to take this decision under the following provision of her policy:

"Working in dangerous or unsafe conditions

We won't start or continue doing any work in your home if we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. And we won't return to finish the work until that risk is gone."

Mrs C complained to us about the noise she blamed BGI for, its cancellation of her policy and warranty, and poor customer service when she complained to BGI.

Our investigator recommended that this complaint should be upheld in part. She had asked BGI to provide recordings of all the phone calls between BGI and Mrs C. It had provided some of these, which she had listened to.

These showed Mrs C becoming increasingly frustrated and upset at having to explain her concerns to different people, and not getting the call backs she was promised. She was put on hold for lengthy periods, and some calls were cut off.

The investigator said she could understand Mrs C's frustration, and at times anger, when dealing with BGI. But the recordings also showed Mrs C speaking to different agents in a tone, and using certain

phrases, that supported the service manager's testimony about what happened when he came to her house.

In the recordings, Mrs C makes many generalised and disparaging comments about BGI and its employees, including a reference to "*a pervert engineer*" and to them being "*rude and ignorant*". So she thought it was most likely that when the service manager came to her house, Mrs C spoke to him in the same manner.

That being so, she could understand why the service manager took offence, and took the action he did in recommending her policy and warranty be cancelled. She thought Mrs C contributed to the breakdown of her relationship with BGI by the way she spoke to its employees. But BGI contributed to this by the poor customer service it provided to Mrs C.

The investigator recommended that BGI pay Mrs C compensation of £100 for the trouble and upset it had caused her. She also said that if Mrs C could provide an expert's report on the outstanding repair, and BGI agreed it would have been covered under the policy, BGI should reimburse Mrs C for the cost of this repair.

Mrs C accepted the investigator's recommendation, though she did think it was unfair that BGI could take away a 5 year warranty which came with the boiler she bought.

BGI said it would pay the £100 compensation which the investigator had recommended. However it said the investigator agreed it was justified in cancelling Mrs C's policy. So following cancellation, Mrs C no longer had the benefit of the policy and so the repair wasn't covered by it.

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.

Mrs C says the noise in her hot water system wasn't present before BGI changed the radiator valve; so BGI must have caused it. BGI says the hot water system and the central heating radiators are separate, so any issue with the hot water can't have been caused by BGI. Its service manager also couldn't hear any unusual noise when he visited Mrs C's house.

I've listened to the call recordings that BGI supplied. From these, and the log of events that Mrs C provided, it's clear that BGI provided poor customer service when Mrs C raised her complaint. Individual BGI employees did try to assist her but BGI's system seems to have been disjointed. I can understand that Mrs C became increasingly frustrated and angry. So I think it's reasonable that BGI pays Mrs C compensation of £100 for its poor customer service.

However I accept the service manager's evidence about the way Mrs C spoke to him when he visited. In view of this, I can't say it was unreasonable for BGI to cancel her policy.

It appears that when Mrs C bought her boiler from an associated company of BGI a few years ago it came with a 5 year warranty from this associated company. The continuation of the warranty was mentioned in the renewal letter for the policy that BGI sent Mrs C on 21 September 2018.

Although the warranty was provided by an associated company of BGI, and it's likely the same engineers would carry out work under it, it isn't part of Mrs C's home emergency policy, and so isn't within our jurisdiction to consider or comment on.

It follows that I can't comment in this decision on whether it was reasonable for the 5 year warranty to be cancelled in the circumstances that have happened. Mrs C would have to take this up separately with the particular company that sold her the boiler and its warranty.

It's not clear whether there is an issue with Mrs C's hot water system and, if there is, whether anything BGI's engineers did in the course of changing the radiator valve caused this. The fact that a problem arose at the same time as the valve was changed isn't evidence in itself.

For Mrs C to take this issue further with BGI she would need to obtain a written report from a suitably qualified plumber or heating engineer which:

- confirmed there was a problem and explained clearly what it was; and
- said that in their professional opinion it was caused by the work BGI carried out when changing the radiator valve.

BGI would then need to have the opportunity to consider this report with its own engineers and decide whether or not it agreed with it and was willing to reimburse the cost of putting right the problem. If Mrs C didn't think BGI had acted reasonably in coming to this decision, it would be open to her to bring a further complaint to this service.

I would point out to BGI that in such circumstances Mrs C is complaining about the way that BGI carried out work replacing the valve under the policy, and at a time it was in force. So the fact that the policy has since been cancelled wouldn't be relevant.

my provisional decision

For the reasons I've explained, but subject to any further comments and evidence I receive from either Mrs C or from BGI by 22 October 2019, I intend to uphold this complaint in part. I intend to order British Gas Insurance Limited to pay Mrs C compensation of £100 for the distress and inconvenience it caused her in dealing with the complaint under her home emergency policy.

Lennox Towers
ombudsman