

complaint

Ms M has complained about the service she received from British Gas Insurance Limited.

background

Ms M had a HomeCare Two policy with British Gas. This provided cover for her boiler and central heating and included an annual service.

Ms M was due to have her annual boiler service in January 2018. At the last minute this was cancelled and as a result British Gas told her that if something did go wrong with her boiler she would be treated as a priority. It also offered Ms M £30.

On 1 March 2018 Ms M's boiler stopped working, leaving her without heating and hot water. She attempted to call British Gas on several occasions but was unable to get through. Ms M then booked an appointment on the website, but this was treated as a complaint. This meant British Gas explained it would look into her concerns and aim to resolve them within 8 weeks. But didn't deal with the immediate issue of the broken boiler.

Ms M managed to partially resolve the problem herself by looking at a YouTube video, but although she had heating and hot water, she had to empty a bucket of water twice a day to prevent overflow. It wasn't until her rescheduled service at the end of March that the problem with her boiler was rectified.

Ms M later cancelled the policy and was told that this could be done without incurring a charge. In fact she received a letter explaining she'd get a small refund. However she's since received an email explaining she owes an outstanding monthly payment.

Ms M complained. She didn't feel like she'd been provided the service that she'd paid for. British Gas has offered £70 in compensation but Ms M didn't accept that sum.

Our investigator agreed that the sum didn't reflect the trouble that Ms M had been through and recommended an increased sum of £200. Ms M accepted the sum in order to close the matter but British Gas appealed. It said that on 1 March 2018 it encountered an unprecedented amount of telephone calls from customers due to severe weather conditions. It felt that £70 did reflect the inconvenience that Ms M had encountered and the problems that she had been caused.

my findings

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

There's no dispute that British Gas didn't provide Ms M with the service that she'd paid for and was therefore entitled to expect. In the light of this British Gas has offered £70 as a gesture of goodwill. The issue for me to determine is whether that sum reflects the trouble and upset that Ms M was caused. I don't think it does and I'll explain why.

Ms M had previously been told that she'd be treated as a priority, but the service she received suggests that promise wasn't honoured which compounded her frustration and disappointment. Additionally Ms M had to carry out a temporary repair job herself – when she had no prior training or knowledge as to the right thing to do. I accept her account that it

took a lot of courage on her part to pull away the extraction pipe from the boiler and to fix it to a hose pipe so that the water could flow through the boiler and out into a bucket. In any event this temporary repair still meant she was left with the inconvenience of emptying the bucket until the boiler was repaired some four weeks later.

British Gas has said that it encountered an unprecedented number of calls on the day that Ms M called. I have no doubt that this is true. But I need to consider the impact that this had on Ms M. I accept that she suffered considerable stress and angst in seeking to make a claim. In addition she spent time and effort in talking and writing to British Gas. So in all the circumstances I'm satisfied that compensation in the sum of £200, rather than £70, is merited.

I can understand why Ms M felt that the policy wasn't worth what she was paying, but as she did have some benefit from the policy, there is no basis for me to ask British Gas to refund to refund any premiums she paid. However I note the confusion over whether Ms M is due a small refund or whether there is money outstanding. I'm satisfied that the letter offering the refund was based on her last payment going through. In fact the payment was cancelled which meant that Ms M wasn't owed a refund but, at that time, did still owe the last payment. British Gas has confirmed though that the account has been closed and Ms M won't be asked to repay any amounts. I think this is fair.

my final decision

My final decision is that I uphold this complaint. I require British Gas Insurance Limited to pay Ms M £200 for the trouble and upset that she was caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 28 October 2018.

Lindsey Woloski
ombudsman