

complaint

Mrs B's complaint is about the handling of a claim made under her central heating insurance policy with British Gas Insurance Limited.

background

On 21 January 2019, Mrs B made a claim under her policy when her boiler was making a loud noise. An engineer attended on 23 January 2019 and the boiler stopped working. He ordered a part but this didn't resolve the problem. I understand there were two more attendances before an engineer attended on 26 January 2019 and said the boiler needed a new heat exchanger. He went back on 28 January 2019 and the boiler was repaired. So there were five visits altogether.

Mrs B is very unhappy with this. She says she was without any heating or hot water for the week that it took to repair the boiler and her dog passed away because of the lack of heating and her health has significantly deteriorated. Mrs B says she had to move two heaters around the house with her from room to room and use hot water bottles; it was too cold to sleep at night and she had severe pains in her hips and legs as a result. Mrs B also says the boiler has been making noises again, although not as bad as before.

Mrs B says British Gas should have replaced her boiler after two days of not being able to repair it. She has paid over £2,500 for the policy since she took it out and had nine visits to her property in return for this. British Gas has therefore had enough money from her to replace her boiler. British Gas should also pay for her homeopathy treatment of £350 and if this does not get rid of her pain, it should give her a lump sum.

British Gas initially offered £60 compensation for the time taken to deal with the claim and then another £60 for the calls Mrs B had to make, including chasing a response to her complaint. As Mrs B said she had been caused physical injury as a result of being without heating, British Gas passed this onto its insurer to deal with. It offered Mrs B £250 compensation for this.

Mrs B doesn't accept the amounts offered are sufficient to reflect the trouble caused to her.

One of our investigators looked into the matter. She recommended that British Gas pay an additional £50 compensation (so a total of £170).

Mrs B doesn't accept the investigator's assessment, so the matter has been passed to me.

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 were five visits in total to repair the boiler, and it took a week from Mrs B reporting the claim to the boiler being fixed. While it can sometimes take a while to complete a permanent repair, it seems to me this could have been done sooner than it was and with fewer visits.

Mrs B says in some correspondence she was without heating and hot water for the entire week, and elsewhere she has said five days. Mrs B had to wait two days before the first attendance. However, it appears the boiler was working at that stage but was making a loud

noise. So if the boiler wasn't working until 28 January 2019, this would have been five days without heating and hot water.

British Gas says its engineer restored the heating on 26 January 2019, before going back on 28 January 2019 to repair it permanently, so Mrs B was without heating for three days. Mrs B is adamant this isn't true. She says she phoned immediately after the engineer left on 26 January 2019, as she was still without heating.

British Gas's engineer's contemporaneous record of the attendance on 26 January 2019 says: "*h/e [heat exchanger] blocked unable to unblock full just enough to get boiler working over weekend new h/e req [heat exchanger required]*". I have no reason to doubt this report although it is possible that he left the boiler working but failed again shortly afterwards.

However, even if I accept that the boiler didn't work at all between 23 and 28 January 2019, when the boiler was permanently repaired, I am not persuaded that British Gas needs to pay Mrs B the compensation she has asked for.

I have no doubt this was a very difficult time for Mrs B. It was a very cold time of year and it is difficult to live without heating and hot water. Mrs B also had health problems which meant this was worse for her. I also note there were five attendances altogether, which would have been inconvenient to accommodate.

Mrs B says that she had no mobility difficulties before January 2019 and that due to being without heating for five days, while waiting for British Gas to repair her boiler, she has been left needing crutches and mobility aides around the house in order to manage her day to day activities. Mrs B also says one of her dogs died as a direct result. While I do not doubt the severity of Mrs B's situation, there is no independent proof that her condition, or her dog passing away, is a direct and sole result of any avoidable delay in repairing the heating.

Mrs B has provided some medical records which record attendances with her GP relating to pain. However, the notes do not state that this was caused directly by being without central heating for five days. And there is reference to related medical issues prior to the claim. While being without heating for any period of time will not have helped Mrs B's condition, there is no convincing evidence that British Gas is responsible for Mrs B's condition. I do not therefore consider it needs to make any payment for medical treatment. British Gas has offered £250 for any effect on her medical condition separately.

Overall, I am satisfied that the total compensation of £170 recommended by the investigator, plus the £250, is not unreasonable to reflect the time Mrs B was without heating which could have been avoided and the number of attendances that took place. It is also in line with awards made in similar scenarios.

my final decision

I uphold this complaint against British Gas Insurance Limited and require it to pay a total sum of £170 compensation for the distress and inconvenience caused to Mrs B by its handling of her claim. (If it has already paid the compensation it previously offered, it only needs to now pay the balance between the amount paid and the £170 total.) This is in addition to the £250 offered separately in respect of Mrs B's medical condition.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 28 June 2020.

Harriet McCarthy
ombudsman