

complaint

Mr J is unhappy with the work done by British Gas Services Limited under his homecare boiler policy for a property he rents out to tenants.

background

Mr J made a claim to BG but after it had done the repairs Mr J said it failed to carry out all the required work. BG said Mr J could provide it with an invoice and it would pay for the work that was covered by the policy. Mr J did employ a contractor to do the work but BG wouldn't pay all the costs he thought it should. Unhappy with this Mr J brought his complaint to this service.

BG accepted that some errors were made and offered Mr J £60 for the delays and the inconvenience he suffered. It said the impact on Mr J was minor as he didn't live at the property. BG said that its engineer unblocked the drains and restored flow as required by the policy. It said anything after that wasn't covered. It said cleaning and descaling of pipes was excluded. It also said it didn't get another chance to put any issues with the blockage right itself.

Our investigator upheld the complaint. She said Mr J had told BG straight after the works that the unblocking hadn't been successful. She said it did have a chance to put it right. Our investigator said BG should pay the costs for unblocking the pipes in line with the policy limits. She said it needed to add 8% simple interest on the outstanding amount from the date of invoice to the date of settlement. Due to the distress and inconvenience caused our investigator said BG should pay Mr G £150 compensation. BG didn't accept this and asked for the complaint to be passed to an ombudsman for a final decision.

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 looks from the records that I've seen that Mr J let BG know that the problems with the plumbing work hadn't been resolved the day after its engineer provided the report and the invoice. Mr J followed up a few days later with an email. Within the email he confirmed as BG hadn't acted he'd be looking to get the work done himself. I think this is clear evidence and it deals with the point made by BG that it didn't have a chance to rectify the problems that still existed. It did have an opportunity but it didn't act. BG said as Mr J didn't live there it was a big issue. I think regardless of whether Mr J lived there or not BG had a responsibility under the policy. Also I think Mr J had a responsibility to his tenants.

I think either the pipes were never unblocked or a lasting and effective repair wasn't carried out. I understand that BG refer to "*restored flow*" and that the policy excludes descaling and cleaning of pipes. But it doesn't appear that anything had changed regarding the blockage from when Mr J initially claimed. After the work done by BG's engineer Mr J was back on the phone with BG so it was clear that the blockage hadn't been resolved. So although BG said that the work done by Mr J's contractor was excluded under the policy I don't accept that. It's clear that Mr J's contractor did the work that BG didn't complete correctly first time around. So I don't think it is fair or reasonable for BG to say that this work was excluded.

I don't think BG has acted reasonably or fairly in dealing with Mr J's claim. So BG should pay the costs Mr J had to pay out to remove the pipe blockage in line with the policy terms and conditions. The amount should have 8% simple interest added to it from the date of invoice to the date of settlement.

It's clear that the problems created difficulties for Mr J and his tenants. Despite him having cover under the policy the repairs weren't carried out and in the end Mr J had to pay out to get them done personally. It's clear that caused Mr J distress and inconvenience and the level of service he received was below the level he should've been able to expect. I note that BG has paid £60 already but I think further compensation of £150 is a fair and reasonable amount in the circumstances.

my final decision

I uphold this complaint.

I require British Gas Services Limited to:

- pay Mr J's costs for the unblocking of the pipes in line with the limits within the policy;
- interest at 8%* simple per year should be added to the amount from the date of invoice to the date of settlement.
- pay £150 compensation for his distress and inconvenience.

*If British Gas Services Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr J how much it's taken off. It should also give Mr J a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

British Gas Services Limited must pay the compensation within 28 days of the date on which we tell it Mr J accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 18 August 2019.

John Quinlan
ombudsman