

complaint

Mr F is unhappy about the charges he was asked to pay by British Gas Insurance Limited under his home emergency policy.

background

When a leak was found Mr F arranged for an engineer to visit. The British Gas engineer found two faulty leaking valves and replaced them. The engineer also carried out the annual service. A discussion took place with Mrs F about replacing the other valves as the engineer estimated they were quite old, a quote was provided to replace them and an appointment booked.

Mr F contacted British Gas before the appointment to discuss the charges. He didn't think he should be paying for the replacement valves under the policy. The call handler at British Gas confirmed that he was covered under his home emergency policy and wouldn't have to pay. But after the work was done British Gas said Mr F did have to pay as the valves weren't faulty. It offered £30 as a goodwill gesture for any confusion caused. Mr F brought his complaint to this service.

Our investigator upheld the complaint. She didn't think that Mr F had mis-led British Gas and noted the British Gas call handler couldn't explain why the quote had been given. Our investigator said no further questions were asked of Mr F and that he was clear that he wanted to know why he should have to pay. She said during this call Mr F was given the clear indication he wouldn't have to pay. Our investigator said there were some misunderstandings between the parties. But she also said British Gas could've been clearer or found out about the reasons for the quote and could've updated Mr F prior to the appointment to carry out the work. In conclusion she said British Gas had prejudiced Mr F's position. Our investigator said Mr F wouldn't have agreed to the work being done and so British Gas should waive the invoice. She said the £30 goodwill gesture offered as compensation should also be paid.

British Gas 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's clear that there have been misunderstandings between the parties throughout. What's interesting to me is that British Gas has been completely clear in response to our investigator's view. In their email British Gas has said there's absolutely no doubt that this is not covered. I think this only highlights the errors British Gas made when Mr F rang them for advice. He asked if the problem was covered and was told yes. He explained he was told he needed replacements and this would cost around £700. The call handler said she was trying to look at the notes from the engineer visit but doesn't say any more about this during the rest of the call. I think the call handler is doing what she can to provide good customer service to Mr F, but it's clear that the conversation is at crossed purposes. I think it was the responsibility of British Gas to clarify the points covered either during the call or at least before asking Mr F to pay any costs.

During the call Mr F does clearly state that he won't pay. I can't think of a more simple indicator for British Gas to realise that this matter needed to be clarified. It seems to me that what probably should've happened is that the existing appointment should've been cancelled. In fairness to the call handler that's the first suggestion she made regarding how to rectify the situation. But Mr F was happy at this point that he wouldn't have to pay and as the arrangements had already been made he was happy to go ahead with the appointment. Once it was agreed that the appointment was going ahead British Gas didn't follow up on the actions it said it would if the appointment had been cancelled. The call handler said she would contact the previous engineer and their manager to find out why Mr F was being charged. This didn't happen.

It's still clear to me that the onus was on British Gas to ensure that its engineer understood the issues and that Mr F wasn't expecting to pay. British Gas has said Mr F didn't raise the matter until the work had been concluded but I don't think it's reasonable for British Gas to shift its responsibility on to Mr F. It says the quotation had been signed for and there's no dispute about that, but it's British Gas in the follow up phone call that tell Mr F he doesn't have to pay. All parties are aware of this but British Gas didn't clear up the issue prior to Mr F having the work done. I think after telling Mr F that he doesn't have to pay to then expect him to is unreasonable.

I don't think there's any doubt that Mr F went ahead with the later appointment in the belief that he didn't have to pay. To then decide to still charge him despite that is unfair and unreasonable. Mr F did what he could to clarify the situation in advance of the work and was clear that if he had to pay he wouldn't get the work done. To waive the invoice is the fair outcome in the circumstances.

I understand that Mr F found this experience stressful. Despite his efforts to clear up any issues in advance it still became distressing when he found out that British Gas expected him to pay the invoice in full. In view of this I think the £30 compensation offer is reasonable.

my final decision

I uphold this complaint.

I require British Gas Insurance Limited to:

- waive the invoice costs;
- pay £30 compensation for the distress and inconvenience caused.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr F 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 F to accept or reject my decision before 1 March 2019.

John Quinlan
ombudsman