

complaint

Mr P is unhappy at the service he received from British Gas Insurance Limited when he made a claim on his home emergency cover policy.

background

Mr P has a “*HomeCare*” home emergency cover policy provided by British Gas, which covers his boiler and central heating system. On 28 February 2018 during a period of very cold weather Mr P’s boiler broke down and he was left without hot water or central heating. So he called first thing in the morning to request a repair. He was under the impression his policy terms meant if he called before lunchtime an engineer would attend the same day. Once he eventually got through he was offered an appointment for the afternoon of the following day (Thursday 1 March), but the call handler couldn’t give a more precise time than 12pm to 6pm which Mr P thought was unhelpful as British Gas’s website says a two-hour timeslot is available if requested. On the day of the appointment the engineer called to say he couldn’t attend that afternoon, which annoyed Mr P as he’d arranged his day around the appointment. The next appointment the engineer could offer was Tuesday 6 March, which wasn’t convenient for Mr P. So the boiler was finally repaired on Wednesday 7 March, seven days after Mr P originally called. The leak affected the plug to his washing machine which the engineer said needed an electrician to visit. British Gas couldn’t arrange this for a couple of days which added to Mr P’s frustration.

Mr P is unhappy with the service he received, and suspects the problem was caused by the way the boiler had originally been installed by British Gas in 2011. He believes the diameter and fall of the pipe didn’t comply with the manufacturer’s instructions and the pipe wasn’t adequately lagged. He complained, requesting compensation of £1,897.81 being the total premiums he’s paid for his policy since inception less the cost of six annual service visits at £95 each which have taken place. He also wants them to rectify the “faulty” installation of the boiler.

British Gas agreed their service had fallen short in some respects. They explained they do aim to attend the same day for boiler breakdowns, but this all happened during a red weather alert period known as the “Beast from the East” when they received a very high volume of calls and their engineers were extremely busy. They prioritise frail or vulnerable customers or those with small children, but they’d checked Mr P had an electric heater so wasn’t completely without heating. They waived the £50 policy excess and paid compensation of £130. With regard to the installation British Gas arranged for an engineer to visit who said the installation complied with regulations and the majority of the pipe had been lagged correctly. He felt it was possible the lagging could have moved over time as it’s in an exposed area. But even if the small length of exposed pipe had been lagged it wouldn’t have prevented it freezing in such cold weather. And as Mr P hadn’t reported any problems previously they didn’t think the installation was responsible for the leak.

Mr P disagreed as he feels British Gas have breached their own terms and conditions by not turning up on the day he called and because their Customer Relations team didn’t call him within 48 hours as promised. Mr P didn’t want to arrange a repair himself as this would “*destroy the evidence*” of the faulty installation by British Gas. So he complained to this service.

One of our investigators looked into the complaint. Although she understood how inconvenient and unpleasant the experience had been, she didn’t think British Gas had treated Mr P unfairly and thought the compensation totalling £180 was in line with what she’d

recommend. British Gas says it installed Mr P's boiler in December 2011 as a "like for like" swap, simply connecting the new boiler to the existing pipework. The minimal difference in diameter of the pipe (21.5mm compared to 22mm) wouldn't have been noticeable during annual service visits and hadn't caused any previous problems. So she had no evidence to say the boiler had been installed incorrectly. But she'd consider an expert's report confirming the installation was faulty.

As agreement couldn't be reached it's been passed to me to make a 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.. Having done so, I'm not going to uphold it. Let me explain why.

Mr P has provided us with a copy of the terms and conditions of his "HomeCare" policy which says British Gas will "*aim*" to attend the same day if a customer phones to report a problem before 1pm. He thinks this means British Gas has breached its contract with him, but I disagree. Firstly that term is expressed as an aspiration, not a commitment, and I think it's inevitable during a period of exceptionally bad weather not every caller will receive a same day appointment.

And British Gas has shown me that the terms and conditions Mr P has relied on were dated 2013 and had been replaced by updated terms and conditions in 2017. Mr P would have been sent the updated booklet when he renewed his policy, so the revised terms applied at the time of the complaint. And the new booklet says "*we'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible.*" I don't think it was "impossible" for an engineer to attend the same day. But given the volume of calls from customers reporting leaks or boiler breakdowns I think it was reasonable for British Gas to triage the repair visits which would mean some people would be seen more quickly than others. And British Gas did check Mr P had some form of heating. I've seen nothing to suggest British Gas didn't do their best to ensure it helped as many people as possible in the circumstances. And the revised appointment could have taken place a day sooner if Mr P had been able to accommodate the 6 March. British Gas has acknowledged that its service could have been better, but I think waiving the £50 policy excess and paying compensation of £130 is fair.

Mr P says evidence from the British Gas engineer about the installation isn't impartial, but Mr P hasn't provided impartial evidence either. I'm not qualified to determine whether a boiler has been installed correctly, and in the absence of evidence I give weight to an engineer's professional opinion. Nobody is suggesting Mr P (or anyone) deliberately moved or removed the lagging from the pipe, I think the engineer was simply suggesting that the lagging might have been in place originally but may have moved over time. I've no grounds to disagree with this. I also think it's reasonable to expect a faulty installation to become apparent sooner, and Mr P hadn't reported any issues with the boiler for almost seven years. So without evidence that British Gas installed the boiler incorrectly and that the installation directly led to the leak I won't be asking British Gas to do anything more.

I understand British Gas can arrange for the condensate pipe to be replaced with 22mm if Mr P wishes, on a chargeable basis. I leave it to Mr P to decide if he wants to arrange this.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask [insert anonymised name here] to accept or reject my decision before 11 March 2020.

Sarah Milne
ombudsman