

complaint

Mr B complains (on behalf of himself and Mrs B) that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

background

Where I refer to British Gas I refer to the insurance company of that name and I include engineers, call-handlers and others for whose actions I hold that company responsible.

Mr and Mrs B had a British Gas HomeCare policy to cover their central heating for an annual service and repairs. The policy also covered repairs to their plumbing and drainage.

In November 2018 British Gas did an annual service. It also replaced the room thermostat for the central heating - twice. Mr B complained that the replacement thermostat still didn't work properly.

Our investigator didn't recommend that the complaint should be upheld. He said that, in the absence of any independent evidence to show that the thermostat fitted by British Gas is faulty or unsuitable for the heating system, he couldn't say British Gas had done anything wrong.

Mr B disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that he pays British Gas and it shouldn't be fitting the cheapest parts possible.

my findings

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

Mr B has said that British Gas replaced his thermostat about five years ago. From its work history I can see that a British Gas engineer made a note in December 2014 as follows:

"REPORTED PROBS WITH CLOCK/OK AT TIME/REPL CLOCK/REPL BROKEN DIAL ROOMSTAT"

From what Mr B has told us and from that note, I find that British Gas had replaced the thermostat in December 2014.

From a renewal letter, I can see that Mr and Mrs B's policy renewed on 11 January 2017. From its work history I can see that British Gas did an annual service on 11 December 2017.

From the renewal letter I can see that the policy renewed again on 11 January 2018.

The policy terms included the following:

"Spare parts

*We'll provide **replacements** with similar functionality but not necessarily the same features or an identical make and model or type of fitting. For example, we may **replace** a specific design of tap with a standard one from our range or **replace***

*electrical fittings with our nearest white, brass or chrome version. Or you can give the engineer a **replacement** part that you've bought yourself, that we approve..."*

So I consider that British Gas might reasonably replace a part – such as a room thermostat – with one with similar functionality.

Mr B has said there was nothing wrong with his room thermostat before British Gas visited in November 2018.

However, British Gas has provided a file note that records that Mr B was in contact on 21 November 2018 about getting an annual service before the anniversary of the last one. The file note includes the following:

"... there was a fault with his rads as well"

British Gas did the annual service on 28 November 2018. Its engineer's records include the following:

"CUTTING OUT" and

"replaced room stat"

So I accept that Mr B had mentioned a problem with radiators and British Gas found that there was a fault with the room thermostat. I'm satisfied that's why the British Gas engineer replaced the thermostat on 28 November 2018.

I accept that Mr B's experience was that – compared to the old thermostat – he had to set the replacement thermostat at a higher temperature setting to achieve his desired level of heating.

A different British Gas engineer visited the next day. He replaced the thermostat again. But Mr B still didn't think the thermostat was working properly.

Another different British Gas engineer visited a few days later. After that, British Gas maintained that the thermostat was working correctly.

The central issue is whether the replacement thermostat was of reasonable quality and fit for purpose.

Mr B hasn't provided any opinion on that issue from an independent engineer. So I have weighed up Mr B's opinion against the opinion of the British Gas engineers. As they are qualified and experienced, I place more weight on what the British Gas engineers have said.

I'm not persuaded that there was anything wrong with the replacement thermostat after 29 November 2018.

Therefore I don't find it fair and reasonable to direct British Gas to replace the thermostat again.

A British Gas service and repair manager upset Mr B on the telephone. And a complaints-handler didn't communicate with Mr B when she should've done. British Gas acknowledged those shortcomings in its final response on 21 December 2018.

Mr B was further upset by that letter. I consider that it could've been more succinct. But I don't find it an unreasonable response. British Gas apologised for the shortcomings I've mentioned. It also offered that if Mr B bought a new thermostat, British Gas would install it. Mr B didn't take up that offer.

I keep in mind its apology and its offer. Overall I don't find it fair and reasonable to direct British Gas – in addition – to pay compensation to Mr and Mrs B for distress and inconvenience or to do anything more in response to this complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 29 December 2019.

Christopher Gilbert
ombudsman