

complaint

Ms W complains that British Gas Insurance Limited (British Gas) poorly handled a claim she made under her home care insurance policy.

background

In April 2019 Ms W contacted British Gas to repair her boiler. She said an engineer attended and diagnosed the problem – an issue with the fan and a gas valve – and carried out repairs for around two hours. The engineer returned the following day, and after another few hours he explained he had noticed there was a hole in the manifold (pipes near the boiler). The engineer said the part he'd need to repair it with was considered to be obsolete by the manufacturer, so he was unable to source a new one to complete the repair. The engineer then isolated the boiler – meaning it would no longer function.

Ms W complained to British Gas soon after and said the engineer should've found the fault more quickly than he did. She also said the damaged part may have been caused by British Gas' engineer. Ms W said she had to chase British Gas for several weeks before one of its engineers spoke to her at the start of May 2019.

British Gas said its engineer reiterated that it was unable to source the part. But it said if Ms W was able to source this part herself from an alternative supplier it would re-attend, fit the part and re-establish the supply to the boiler. Alternatively it could offer a quote for a replacement boiler. British Gas also said its engineer couldn't have caused the damage to the manifold as he had focused on a separate part of the boiler.

Ms W subsequently paid for a plumber to attend her home at the end of May 2019 to repair the boiler at a cost of £142.20.

So Ms W brought her complaint to our service. She said the action and lack of responses from British Gas meant she was without hot water for many weeks. One of our investigators looked into things and upheld the complaint.

The investigator said British Gas had given incorrect information to Ms W by telling her the entire manifold would need replacing. And instead he said Ms W was able to replace only the broken part of the manifold and her contractor was able to get it working again. So he said British Gas should pay for the cost of her contractor, and award £200 to her in compensation for the time she was without hot water and central heating. British Gas disagreed so the complaint has been passed to me for an ombudsman's 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.

Having done so, I'm upholding this complaint. I'll explain why.

British Gas has agreed to cover the cost of Ms W's plumber repairing her boiler. So I don't need to make a finding on this area. So I've gone on to consider the overall service it provided when handling this claim.

It's not in dispute that Ms W's boiler was faulty and required a specific part to be able to complete the repair. Nor is it disputed that British Gas was unable to source this part itself as it was obsolete.

So I've looked at Ms W's policy to see what it says should happen in that situation. It says:

"If we're unable to provide a boiler, appliance or part with similar functionality we'll install a new and unused like for like alternative that you provide, but we'll only accept responsibility for our workmanship."

Ms W has said British Gas told her the entire manifold of the boiler would need to be replaced. And she's explained that the engineer said she could buy a second hand boiler to take this manifold from.

Ms W had concerns about this so she sought a second opinion. And the advice given said she would only need to replace one part of the manifold – the broken gas flue test nipple. Subsequently she sourced this, the boiler was repaired and fully functional again. This satisfies me the entire manifold didn't need replacing.

So, while I think it was inevitable that Ms S' home would be without heating for a period of time, I think British Gas extended this timeframe by not giving her the right advice when it should've. And if she'd been made aware that she didn't need to replace the whole manifold earlier, she'd have been able to have the boiler repaired quicker than she did.

British Gas has said that Ms W was on a reduced service listing since 2016, and this meant it may not be able to source parts for older boilers. However this doesn't change my mind as I fully accept British Gas couldn't provide either the manifold or part of it itself. But instead I think British Gas caused a delay by not giving Ms W the right advice when it should've.

Ms W also has said British Gas wasn't responding to her and was difficult to reach. And it seems it took around two and a half weeks to write to her outlining its position following its engineers visit. Taking into account British Gas knew she was without heating, I'd have expected it have been more forthcoming with responses than it was.

So taking into account everything that's happened, my decision is for British Gas to give Ms W £200 to compensate her for the extended period of time she was without heating, and for the way it handled this claim overall.

my final decision

For the above reasons I'm upholding this complaint and directing British Gas Insurance Limited to do the following:

- pay Ms W £200 compensation for the distress and inconvenience it caused; *and*
- if it hasn't already done so, settle the invoice Ms W has provided as it has agreed.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Ms W 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 Ms W to accept or reject my decision before 25 November 2019.

Jack Baldry
ombudsman