

complaint

Miss P complains about the service she received under her home emergency policy with British Gas Insurance Limited.

My references to British Gas include agents it appointed to carry out work on its behalf.

background

Miss P contacted British Gas in December 2017 as she was having problems with her boiler which meant her hot water was intermittent. She was initially unhappy with British Gas as it sent an engineer who wasn't trained in breakdowns. Another engineer attended but the issue still wasn't fixed, so a third was scheduled. On both subsequent occasions the engineer attempted to fix the problem, but Miss P eventually called an emergency plumber to make the boiler operable, costing her £58. Miss P raised a complaint with British Gas about the service it had given her.

In March 2018 Miss P told British Gas she hadn't had a response to her complaint. She also said she was still experiencing the same problem with her boiler and she was unhappy she'd had to take time away from work to facilitate the engineer visits.

British Gas had sent engineers to Miss P on four occasions during March 2018. And its records suggest the issue was eventually fixed by early April 2018, but Miss P was unhappy with the service she'd received, particularly because the issue had initially been misdiagnosed by one of the engineers.

British Gas accepted that it had misdiagnosed the problem with the boiler, and offered to pay Miss P £50 compensation for the poor service she'd received. But Miss P didn't think that was enough, so she referred a complaint to our service. She asked for British Gas to refund the premiums she's paid since 2003 and to compensate her for loss of earnings due to the time she had to take away from work, phone calls she'd made to British Gas and the stress she was caused by the way things were handled. She also asked for British Gas to give her a 50% discount on a new boiler.

Our investigator said the complaint should be upheld. She concluded that British Gas had made multiple unsuccessful attempts to resolve the issue between December 2017 and April 2018 and said, overall, it had provided a poor level of service. She recommended British Gas should pay Miss P £300 compensation, and refund the £58 she'd paid for the plumber.

Miss P responded to say she also wanted a discount on a new boiler and compensation for the time she'd had to take off work. Our investigator didn't think that was reasonable, so the case was passed to me to review.

I issued a provisional decision on the case. In summary, I said;

Firstly, Miss P has said that she's paid premiums for her policy since 2003 and has not had to make a claim, so she'd like these refunded. However, she also said that she's received her annual services each year since. Although Miss P may not have used the cover she paid for, it doesn't mean it wasn't there for her if she had needed it. Additionally, she's also received a yearly service, as she'd expected. Therefore, I'm satisfied she received the cover she paid for, and so I can't fairly ask British Gas to refund any of the premiums.

There's some contradictory information about whether British Gas had fixed Miss P's boiler by April 2018. She has recently said that whilst her boiler worked from April 2018, it made 'a huge gushing noise' and she says that she pursued this with British Gas. However, this isn't consistent with British Gas' records. These suggest the boiler had been working since late April 2018, and that the last visit happened on 7 April 2018, when additional issues were addressed. If Miss P had pursued the gushing noise with British Gas, I'd expect there to be a record of this.

In any case, Miss P initially told our investigator that the issues had been resolved in April 2018. So I think it's fair to conclude that the issue was resolved at that point. If Miss P raised a further issue about a noise the boiler was making after this, she's free to raise it with British Gas as a further complaint if she hasn't already done so.

British Gas agrees it handled Miss P's claim poorly and didn't provide a reasonable level of service. It agreed with our investigator's recommendation to pay Miss P £300 compensation, and £58 for the plumber, and I think that's reasonable.

However, Miss P has also asked that British Gas compensate her for loss of earnings as a result of time taken away from work due to multiple visits from engineers. I've no doubt that it would've been both frustrating and inconvenient for Miss P to have had repeated visits from British Gas, and I accept that this could have affected her ability to work. However, claims of this nature will inevitably result in some inconvenience, and that's not British Gas' fault. I accept British Gas took more attempts than it should've to resolve Miss P's issue, but I'd also expect Miss P to mitigate the impact that had on her.

Further, Miss P has explained that she receives a daily rate and only gets paid for the days and time she works. But she hasn't given us any evidence to show that a visit from an engineer prevented her from working at a time she otherwise would have, and that she's lost out financially because of it. As a result, I don't think it'd be fair to make an award for loss of earnings. I nonetheless accept that the situation was very inconvenient, but I think that the compensation British Gas has offered to pay is fair, taking that into account.

Miss P's asked for British Gas to make a contribution to the cost of a new boiler. Generally speaking, even if a policy provides for the replacement of a boiler, the insurer would usually only do so on the basis that the existing boiler cannot be repaired. Miss P's policy says a replacement boiler would be provided if British Gas cannot fix it. It also says it will only do this if the boiler meets specific criteria regarding its age. But in any case, as Miss P has accepted that her boiler has worked since April 2018, I don't think British Gas needs to consider making a contribution towards a replacement.

Overall, I accept that British Gas handled Miss P's claim poorly. But for the reasons explained above, £300 compensation and £58 for the plumber is fair and reasonable.

British Gas accepted my provisional decision, and Miss P said that she was happy for us to draw our conclusions and close the case as we see fit. The case has been passed back to me to make my 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.

Neither British Gas nor Miss P has provided any further information or evidence which is materially new. As such, I find no reason to depart from the conclusions I reached in my provisional decision, and I make my provisional findings final.

my final decision

For the reasons explained above, my final decision is that I uphold this complaint and require British Gas Insurance Limited to pay Miss P a total of £358, made up of £300 compensation and £58 for plumber's costs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 23 November 2019.

Stephen Trapp
ombudsman