

complaint

Ms N complains that British Gas Insurance Limited gave her poor service under a home care insurance policy.

background

Ms N complained that a British Gas engineer damaged her boiler.

The investigator recommended that the complaint should be upheld in part. He thought that British Gas' actions had caused great frustration and inconvenience. But he said that – since she brought her complaint to us – British Gas had offered Ms N £500. He thought this was consistent with our approach to awarding compensation.

Ms N disagrees with the investigator's opinion. She says, in summary, that British Gas engineers said it couldn't fix her boiler because the spare part was obsolete. They also left the valve open on the boiler which caused water damage to items in her garage, she says.

my findings

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

British Gas attended to the boiler in mid-January 2015 and early August 2016. It recorded that the boiler was on a reduced service list. So I find it more likely than not that British Gas told Ms N that the boiler manufacturer no longer made all the spare parts for it.

But that didn't mean that British Gas would no longer be able to fix any faults with the boiler.

And in addition to her boiler, Ms N's policy also covered her central heating system, plumbing, drains and home electrics.

So – although her boiler was old – I can't say the policy was one from which Ms N could never benefit. I think its terms were clear enough. And I don't think British Gas did anything wrong by continuing to collect payments.

In January 2017 a British Gas engineer inspected Ms N's boiler and said it needed a replacement gas valve.

The next day, the engineer removed a connector from the old gas valve. Unfortunately he accidentally sheared off the valve. This left Ms N without central heating and hot water.

Not surprisingly, Ms N complained.

I haven't seen any evidence that she complained about a flood in her garage. And I don't think British Gas has yet had an opportunity to respond to such a complaint. So I don't think it would be fair to deal with such a complaint in this final decision.

I accept that a British Gas engineer said the damaged part was obsolete. He said Ms N needed a new boiler.

But, from its file, I find that a British Gas service manager left a message that he would try to get a replacement part.

Over the next couple of days, British Gas sourced the replacement part and a manager left a message for Ms N. In addition, a senior engineer tried to call Ms N to arrange a convenient time to fit the replacement part.

About a week later, Ms N sent an email saying she still had no central heating or hot water and hadn't received a response to her complaint.

I accept Miss N's statement that in mid-February she got a new boiler fitted at a cost of about £1,440.

From its file, I find that in early March 2017 - a British Gas engineer tried again to call Ms N to arrange a convenient time to fit the replacement part.

A few days later, British Gas finally spoke to Ms N. It confirmed that it had got the replacement part for the old boiler. But Ms N said she'd had a new boiler installed.

I think it should've been clear to British Gas that it still needed to address Ms N's complaint. But it didn't do so until after she'd brought it to us.

So I think that – in addition to the accidental damage- there were some shortcomings in the way that British Gas communicated with Ms N.

In addition to leaving her with no central heating and hot water before it sourced the replacement part, British Gas caused Ms N upset and put her to some trouble by the shortcomings in its communication.

But I find it likely that – before she ordered the new boiler – Ms N knew that British Gas was trying to contact her about mending the old one.

So I don't think it would be fair and reasonable to order British Gas to contribute to the cost of the new boiler.

I find it fair and reasonable to hold British Gas to its offer of £500. But that's at least as much as I would otherwise have ordered it to pay for trouble and upset. So I won't order British Gas to do anything further in response to Ms N's complaint.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order British Gas Insurance Limited to pay Ms N (insofar as it hasn't already paid her) £500 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms N to accept or reject my decision before 4 September 2017.

Christopher Gilbert
ombudsman