

complaint

Mr G complains that British Gas Insurance Limited initially refused to repair his boiler under a Home Care policy, which left him without heating.

background

Mr G's boiler had been regularly serviced by British Gas over several years under a Home Care policy held by his father. In 2018, Mr G asked to take over the policy after his father moved out of the property. Soon after, a British Gas engineer serviced the boiler but found it unsafe. The engineer said the boiler couldn't be repaired, and that because it was Mr G's first service, any repairs wouldn't be covered anyway.

Mr G complained to British Gas about this. Eventually British Gas agreed to repair the boiler. However, Mr G was still unhappy that he'd been without heating for 30 days, and said this had led to mould in his wetroom. British Gas didn't address his further complaint.

The following year, Mr G had further problems with the boiler. British Gas resolved the issue, but Mr G again complained that the lack of heating the previous year had led to mould in his wetroom. He'd since had the wetroom replaced.

A complaint handler at British Gas led Mr G to believe that compensation would be paid for this, and asked him to obtain a breakdown from his contractor to show what repairs had been needed due to the mould. Mr G did so, and the contractor confirmed the cost of those repairs was £4,015.

The complaint handler then left British Gas, and Mr G's complaint was taken over by someone else. That complaint handler concluded that British Gas couldn't be held responsible for the mould in the wetroom, as British Gas hadn't been at fault for the boiler breaking. However, they recognised that British Gas hadn't been very clear about its position, and so offered Mr G £100 compensation. Unhappy with this, Mr G brought a complaint to this service.

Our investigator recommended the complaint be upheld. She said British Gas hadn't told Mr G that he was taking out a new policy, so it was reasonable for him to believe he was taking over the existing policy from his father. That being the case, she thought British Gas should have carried out the repair as soon as the initial problems were discovered with the boiler. She thought British Gas ought to pay Mr G a further £400 compensation for the impact this had had on him. She also recommended British Gas pay £4,015 (plus interest) for the damage to the wetroom, as she thought this likely wouldn't have happened if Mr G had had heating.

I issued a provisional decision on 30 March 2020. My provisional findings were:

Did Mr G take out a new contract?

British Gas says Mr G took out a new contract, and so its engineer carried out a first service. When the engineer inspected the boiler, he said there were problems with it which couldn't be repaired. Though even if it could have been repaired, under the policy terms, if repairs are found to be required at the first service, these wouldn't be covered.

Mr G complained to British Gas about this. Meanwhile, Mr G's own plumber inspected the boiler and said it could be repaired.

When British Gas realised that it had carried out regular services on the same boiler over several years, it agreed to cover the repairs. It said this was on a goodwill basis.

Mr G says he was under the impression that he'd simply taken over the contract from his father, and says he wasn't told a new policy had started. He's explained he's always been the homeowner, but the original policy had been arranged by his father who previously lived with him.

British Gas hasn't provided any evidence to show that Mr G was told he was taking out a new contract. I therefore agree with our investigator that British Gas should have dealt with this as a continuation of the existing contract. Mr G had always been the homeowner, and British Gas had serviced the boiler at the property for many years.

Unfortunately, the engineer thought the boiler couldn't be repaired. This was a mistake, as it was later found that it could be repaired. I understand the same engineer carried out the repairs a month later.

I think Mr G was caused unnecessary worry and inconvenience through British Gas's actions. He was told incorrectly that he didn't have cover. He then had to arrange for his own plumber to attend the property, as the engineer had said the boiler couldn't be repaired (when this wasn't correct). And he was also left without heating for around a month. Mr G is a vulnerable person, which British Gas was aware of.

Although British Gas did eventually arrange the repairs, Mr G then complained to British Gas about his experience. Unfortunately, British Gas didn't respond to his concerns.

I see that Mr G also complained to British Gas about the engineer who carried out the repairs, for example he said that the engineer was rude to his father. I can't see that British Gas looked into this.

A year or so later, Mr G had further problems with his boiler. The boiler was repaired by British Gas (though it took a few engineers to find out the problem). Mr G again raised his previous concerns about his experience the year before, and the mould to his wetroom.

The complaint handler led Mr G to believe he would be compensated for this, and asked him to speak to his contractor to find out what damage was attributable to the mould. Mr G did this, however when a new complaint handler took over the matter, he was told he wouldn't receive compensation for this. British Gas recognised it hadn't been very clear, and paid Mr G £100 compensation. I think that was reasonable compensation for this particular matter.

However, our investigator thought British Gas should pay a further £400 compensation to Mr G for all the other errors. Given the overall poor service, and that Mr G was left without heating for a month despite British Gas being aware that he was vulnerable, I'm inclined to agree with our investigator that this level of compensation is reasonable.

Damage to wetroom

Mr G told British Gas that because he'd been without heating for so long, mould had appeared in his wetroom. Mr G has to have lengthy showers (British Gas is aware of the reason for this), and although the room has an extractor fan that British Gas previously installed, this wasn't sufficient in preventing the mould.

The difficulty here is that I can't be sure when the mould started appearing. In order for me to require British Gas to cover the full amount of £4,015, I'd need to be satisfied that there was no mould whilst the heating was working, and that this only started appearing during the time when Mr G was without heating. However, Mr G hasn't provided any evidence of this. Although I've seen photos of the mould, I don't know how long it had been there.

Having said that, I do recognise that Mr G told British Gas about the mould at the time, and so British Gas had the opportunity at that time to arrange an inspection. If it had done so, it's likely it would have been able to establish how long the mould had been there.

Consequently, I think British Gas should make a contribution towards the £4,015 costs. However, I don't intend to require it to cover the full amount. That's because I can't be sure when the mould started appearing, but also because we expect policyholders to mitigate their loss. In other words, when Mr G became aware of the mould, I think it would have been reasonable for him to take steps to reduce the impact of this (such as purchasing a bathroom heater for example).

On balance, I think a reasonable outcome would be for British Gas to pay 50% of the costs Mr G incurred, so £2,007.50."

I asked both parties to provide me with any further comments they wished to make.

British Gas didn't provide any further comments.

Mr G responded to say he told British Gas about the mould and invited it to assess the damage. And he says he did take steps to prevent the growth of mould. He explains he kept the window open in the wetroom during and after showers, and also used a portable heater. Unfortunately, this didn't stop the mould. Mr G also said that he'd told our investigator that he suffered illness during the period in question, and this wasn't referenced in my provisional decision.

my findings

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

I explained in my provisional decision that I couldn't be sure when the mould started appearing. And that for me to require British Gas to pay the full amount of £4,015, I'd need to be satisfied that the mould started appearing when Mr G was without heating.

Mr G says he invited British Gas to assess the damage. He says it would have been able to see the age of the mould if it had done, however at no point did British Gas do this.

I've acknowledged in my provisional decision that British Gas was aware of the mould at the time, and did have the opportunity to arrange an inspection. However, equally, Mr G could have arranged his own inspection to support his assertion that the mould only started

growing when he was without heating. It's too late for that now, as the wetroom has been replaced.

Mr G also explains that he did take steps to prevent the growth of mould. He says he kept the window open, and did use a portable heater. However, this wasn't enough to stop the mould.

I appreciate Mr G's explanation for how he tried to prevent the mould. However, it remains the case that I still can't be certain when the mould started appearing.

I therefore remain of the opinion that it would be appropriate for British Gas to make a 50% contribution towards the £4,015 costs.

Mr G has made the point that he'd told this service previously about illness he had during the period in question. I see our investigator addressed this in her view, and said that whilst the lack of heating could have been a contributing factor, she couldn't be sure that this caused Mr G to become unwell.

Mr G has provided evidence from his doctor which shows that he had a urinary tract infection during the period he was without heating. However, I haven't seen any evidence which suggests that this was caused by the lack of heating. It's for that reason that I haven't taken this into account in my award.

my final decision

My final decision is that I uphold this complaint in part. I require British Gas Insurance Limited to pay £2,007.50. Interest should be added to this at the rate of 8% simple per annum from the date Mr G paid the invoice to the date of settlement.

If British Gas considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr G how much it's taken off. It should also give Mr G a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

British Gas should also pay Mr G £500 total compensation (I understand that Mr G didn't cash the original cheque for £100, therefore as it may have now expired, British Gas should cancel this).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 15 May 2020.

Chantelle Hurn-Ryan
ombudsman