

complaint

Ms B complains that British Gas Insurance Limited gave her incorrect advice and caused her to be without a working boiler between September 2011 and April 2012.

background

Ms B holds an agreement, underwritten by British Gas Insurance Limited.

In September 2011 Ms B's boiler began leaking fumes. National Grid attended and disconnected the boiler. British Gas sent an engineer to attend on 5 September 2011, and as it found high carbon monoxide emissions it labelled the boiler and cooker as immediately dangerous.

Ms B was not available when the engineer attended and instead they spoke to Ms B's representative. Ms B has explained that she is disabled and sometimes has bad days, which is why she could not speak to the engineer herself.

Ms B has explained that the engineer advised her to replace her boiler and quoted her for a new system. However Ms B chose not to do this and contacted a government scheme providing boiler services instead. The government scheme advised Ms B that the issue was caused by tree branches affecting the flue. It could not attend until April 2012, however on attendance it cleared the tree branches and alleviated the problem.

Ms B complained to British Gas, explaining that its incorrect diagnosis had caused her not to use her boiler during the winter period.

British Gas explained that its engineer advised Ms B at the time that the fault could have been due to the tree branches near the flue. As such it suggested that cutting the branches may resolve the problem, or alternatively Ms B could replace her boiler. Despite this however, British Gas refunded Ms B's premiums of £376.56. This was for the eight months she was unable to use her boiler.

As Ms B remained dissatisfied she brought her complaint to this service for consideration. British Gas subsequently offered Ms B a further £123.44 compensation, bringing the total compensation offered to £500.

After investigating the case, the adjudicator did not believe British Gas' offer was fair and reasonable and recommended it pay a total of £1,000. British Gas agreed to this, however as Ms B remains dissatisfied, the matter has been referred to me for a final decision.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

While British Gas has explained that it advised Ms B the adjacent tree branches may have been the cause of the issue, I have seen no evidence of this in its internal system notes.

Furthermore, as Ms B chose to have the branches cut by the government scheme, I am satisfied she would have done this sooner had it been recommended by British Gas.

In this case the issue for me to determine is whether the offer of £1,000 compensation is fair and reasonable in the circumstances.

I cannot see that Ms B was offered temporary heating by British Gas and I have no doubt that Ms B suffered distress and inconvenience when not using her boiler during the winter period. While I understand Ms B would like more compensation and I have sympathy for her position, I should explain that the level of compensation this service awards for distress and inconvenience is generally modest. We cannot seek to punish a business through our awards.

Like the adjudicator, it is my opinion that British Gas' total offer of £1,000 is fair and in line with awards previously made by this service for similar instances of distress and inconvenience. It is higher than the majority of awards we make and does reflect a failing by British Gas.

my final decision

My final decision is that I uphold this complaint.

British Gas Insurance Limited must award Ms B a further £623.44 compensation in full and final settlement of her complaint. This payment is in addition to the £376.56 that has already been sent.

Christopher Tilson
ombudsman