

complaint

Mrs S says that due to failings and delays on the part of British Gas Insurance Limited ("BGIL" for short) she had to get an external party to fix her heating in January/February this year.

background

Mrs S says that BGIL has treated her unfairly. She says when she had problems with her hot water and immersion in January and February this year she contacted BGIL on numerous occasions in order to get the problem fixed. She says the appointments made with BGIL representatives were either missed or didn't fix the problem properly. She says she had problems for fourteen days until she got an external party to fix the issue -which it did without fuss or any significant problem. She says this whole issue was a problem as it inconvenienced her and her elderly mother.

BGIL says it recognises that there were failings and offered Mrs S £120 as a gesture of goodwill. But doesn't think it needs to do anything more.

Mrs S complained here and the investigator felt the position taken by BGIL was unpersuasive and unsubstantiated. The Investigator felt what Mrs S had said was persuasive. Accordingly the Investigator took the view that BGIL should reimburse the repair costs to Mrs S minus the £120 offered. As BGIL remains unhappy this complaint has been passed to me for a decision.

my findings

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

BGIL and Mrs S don't agree to some of the key issues here. So I can only make my decision based on the evidence provided to me by the parties. In short I must decide what is most likely to have happened. Or in other words, what happened on the balance of probabilities.

At this point it is worth noting that other than the invoice from the third party there is little decisive evidence from parties independent of this dispute. Furthermore there is little contemporaneous evidence apart from BGIL's internal records. The majority of what I have to consider is what BGIL and Mrs S say happened.

Having considered the entirety of the matter I think this complaint should be upheld. I say this for the following reasons:

- BGIL are refusing to pick up the cost because it says the problems were caused by a third party. Yet it has provided no persuasive evidence to support this. It hasn't pointed to who this third party was, when the damage was caused or how it was caused. In short the refusal to pick up this cost seems to be entirely based on the comments of an unidentified individual.
- BGIL's position seems to be inconsistent in itself. It says it won't pick up the cost because the issues arise from problems caused by others. But I note its own arguments are "*The engineer that had attended stated there was no issue with the immersion and that it did not need replacing*" but then it says Mrs S' own plumber had interfered "*which caused the immersion to blow up*". So it would seem to me that

it is saying that there was no problem with the Immersion originally - which doesn't seem consistent with Mrs S calling and arranging an appointment for fixing. It says it was working when it reviewed it (but Mrs S notes that it was at best 'intermittent') and then it visited again noting the Immersion had blown up. However when this is considered against BGIL's own notes on the matter it is clear that Mrs S was in continual contact with BGIL throughout the period –until the point she gave up on BGIL and approached other parties to fix the matter (which it did).

- It seems unlikely to me that the Immersion had already 'blown up' before the first visit of BGIL. So although during the period in question there were numerous calls by Mrs S and a number of appointments booked it appears that BGIL's position is that even though throughout the period Mrs S had either an appointment booked or was waiting on BGIL to do something she concurrently got another party in, who caused the Immersion to blow up whilst continuing to chase BGIL until she gave up on it. This seems unlikely.
- All in all I don't find BGIL's position on the matter persuasive. It has been unable to substantiate its position when asked to do so. And these events weren't that long ago and I'd expect it to keep proper records as a matter of good practice.
- I now turn to what Mrs S has said. She has described in detail what happened and how she chased BGIL throughout. She freely admits she gave up on BGIL in the end and got a third party in to solve the matter-which it did. This was after 14 days of problems which fits with her first contact with BGIL and the invoice from the party who could fix the problems. I can understand why she gave up BGIL considering its own notes on the matter.
- I can also see BGIL's own notes confirm part of what Mrs S says. She says on one of the visits by BGIL representatives fix lasted only a day. BGIL's own notes from the time say she called in to say "*engineer came out and problem was fixed for less than 24 hrs*".
- Having considered what Mrs S says in the round I find it consistent and persuasive. And clearly more persuasive than what BGIL says happened. As a consequence of all of this I am persuaded that I can rely on what Mrs S says. And as such I should find in her favour.

So turning to fairly resolving the matter, it's clear that BGIL ought to have resolved these matters and that there would be a cost to it in doing so. And that Mrs S wouldn't have had to make the significant outlay for this that she ended up having to. So it seems fair and reasonable to me that BGIL pick up the cost Mrs S incurred in resolving the matter.

what the business should do to put things right

As a consequence of all of this it is my position that a fair and reasonable solution is for BGIL to compensate Mr and Mrs S the cost of the repairs (£750) less the £120 it offered if already paid to Mr and Mrs S. If it hasn't paid the £120 yet it can pay Mr and Mrs S £750 in full settlement of this matter. BGIL should add 8% simple interest * to the amount owed from the date of this decision until it is paid to Mr and Mrs S.

*If BGIL considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr and Mrs S how much it's taken off. It should also give them a certificate showing this if they ask for one, so they can reclaim the tax from HMRC if appropriate.

my final decision

For the reasons set out above, I uphold the complaint against British Gas Insurance Limited and direct it to redress the matter as I've described above.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs S to accept or reject my decision before 3 January 2019.

Rod Glyn-Thomas
ombudsman