

complaint

Mr and Mrs W's complaint is about the service provided by British Gas Insurance Limited in relation to a central heating insurance policy.

background

I issued a provisional decision on this matter in November 2019, part of which is copied below:

"Mr and Mrs W reported that the pressure in their boiler was dropping causing the boiler to fail on 4, 6 and 16 December 2017. The boiler was checked [each time] and all said to be okay but British Gas arranged to reattend on 22 December 2017 to re-pressurise the boiler and put some leak sealer into the boiler system. I understand the engineer also noted a small leak from the boiler casing.

However, Mr and Mrs W reported that water was continuing to leak from the boiler. I understand that an engineer was scheduled to attend between 12 and 2pm on 25 December 2017 but when they called to check, they were told it would be later than this. Mr and Mrs W had plans and so the appointment was then rearranged for the following day. Meanwhile, water was pouring through the ceiling, causing damage to the ceiling and furniture below.

When the engineer did attend, he found a leak from the diverter valve. A replacement valve was ordered but the boiler was turned off until it was fitted the next day, so Mr and Mrs W were without heating or hot water. I understand however, that there were still problems with loss of pressure going into 2018 and British Gas attended again in March 2018 to repair the heat exchanger.

British Gas accepts that it is responsible for the damage to the ceiling and arranged for this to be repaired. It also offered £150 compensation for the distress and inconvenience caused. Mr and Mrs W did not accept that this adequately reflects the trouble this caused them. Mr and Mrs W say they were asked what compensation they'd consider fair and so suggested £1,500, as the incident had ruined their Christmas. They were led to believe this was reasonable and then British Gas offered a derisory amount.

One of our investigators looked into the matter. She recommended that the compensation be increased to £300.

Mr and Mrs W do not accept the investigator's recommendation. They say that £300 is not enough to compensate for the time taken by British Gas to properly repair the boiler and other issues, including sending them a letter addressed to another customer; and the investigator hasn't addressed the issue of damage to an item of furniture which British Gas had offered £145 for previously. Mr and Mrs W also said that the ceiling repairs were done poorly and the stain can still be seen.

The investigator went back to British Gas about the ceiling repairs. It sent the contractors back to inspect the repairs. Initially the contractors said it could not see any stain. Mr and Mrs W said this was because he was coming at times when the lighting was poor and that the stain was clearly visible in normal daylight. They also said the plastering was bumpy and uneven. They tried to capture this in photographs but it was difficult to do so.

There was considerable further correspondence between the parties and after at least three

visits British Gas agreed that the ceiling repairs had not been completed satisfactorily and arranged to rectify the repairs to the ceiling. I understand this was completed in March 2019. As a result of all this, the investigator suggested that the final amount of compensation should be increased to £450.

Mr and Mrs W accepted this but British Gas did not respond, so the matter has been passed to me.

findings

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

There is no dispute that there were a number of attendances in December 2017 to try and resolve a problem with loss of pressure in the boiler. I understand there were at least six attendances in December 2017, including one scheduled but rearranged for Christmas Day and then on Boxing Day and then at last three further attendances in March 2018 before the work was completed.

Mr and Mrs W were without hot water or heating for periods over this time, as a result. And then on 28 December 2017 water was pouring through the ceiling and a more serious leak occurred. British Gas accepts that it did not carry out the correct repairs before Christmas and that this caused the subsequent leak and resultant property damage. The evidence seems to be that the repair could and should reasonably have been concluded on 22 December 2017 and all the trouble experienced after that could and should have been avoided. This includes not just the proper repair to the boiler but also the repairs to the ceiling, which were not finally satisfactorily completed until March 2019. The issue for me to determine therefore is the appropriate compensation over and above rectifying the damage caused to the property.

Mr and Mrs W had the inconvenience of several unproductive appointments, in the run up to Christmas; continuous problems with their boiler not working properly for a few weeks; then a large leak over Christmas, causing damage to their property; having to deal with the repairs to their property and then having to have the repairs redone properly. This all went on for considerable time and will undoubtedly have resulted in distress and inconvenience.

Overall, I consider that the sum of £600 is more appropriate to reflect the distress and inconvenience caused to them by all this. I also agree that British Gas should pay the £145 already offered in relation to the furniture unit.

my provisional decision

I intend to uphold this complaint against British Gas Insurance Limited and require it to pay Mr and Mrs W the sum of £600 compensation for the distress and inconvenience caused by its handling of their claim and the sum of £145 compensation for the damage to the furniture unit (if not paid already)."

responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or evidence they want considered.

Mr and Mrs W have confirmed they accept my provisional decision and have nothing further to add. British Gas has also responded and confirmed it accepts my provisional decision.

my findings

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

As both parties have confirmed they accept my provisional decision, and no new information has been provided, I see no reason to change my provisional decision.

my final decision

I uphold this complaint against British Gas Insurance Limited and require it to pay Mr and Mrs W the sum of £600 compensation for the distress and inconvenience caused by its handling of their claim and the sum of £145 compensation for the damage to the furniture unit (if not paid already).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs W to accept or reject my decision before 13 January 2020.

Harriet McCarthy
ombudsman