

complaint

Ms G1 has complained about the way British Gas Insurance Limited (BG) dealt with a claim she made on her home emergency policy.

Ms G1 has complained to us through her daughter, Ms G2, but for ease I will refer to Ms G2's comments as Ms G1's.

All references to BG include its agents.

background

In early December 2017 Ms G1 made a claim to BG after noticing that her radiators weren't getting hot despite the heating being on.

BG's engineers came to the property but despite a number of visits in December 2017 and January 2018, the heating at Ms G1's property was still not working.

Ms G1 said that, days after her heating breaking down, she collapsed and was admitted to hospital for five days. She said this left her weak and was made worse by the fact that she was left with no heating for such a long time.

BG agreed that it provided a poor service. It agreed to waive the cost of two power-flushes, despite saying that a power-flush was necessary. It also compensated Ms G1 for additional expenses she had to make such as buying extra heaters and paying for "thank-you" meals to friends she had to stay with for a few days. It also agreed to pay £500 for the distress and inconvenience it caused her.

Ms G1 didn't think BG had done enough to address her complaint so she came to us. Our adjudicator agreed and said in addition to what BG had already offered/paid it should pay a further £200 compensation.

BG didn't agree and asked for an ombudsman's decision. It repeated that a power-flush was necessary despite the fact that the first one didn't appear to fully work. It also said the payment for Ms G1's expenses which came to around £430 included items such as "thank-you" meals and wine which aren't covered by the policy.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've decided to uphold it.

Ms G1 has provided a great deal of documents and information in relation to what happened over the months that BG was trying to resolve the problem. I've considered all this information but I won't necessarily refer to all of it in my decision in the interest of being concise. Also the parties generally agree on what happened after Ms G1 made her claim so I see no reason to rehearse these events here.

As both parties are in agreement about the fact that the power-flush costs have been waived and also about the amount offered towards Ms G1's out of pocket expenses, I won't go into this in much detail.

The policy doesn't cover the cost of a power-flush. BG says both power-flushes were necessary so Ms G1 benefitted without having to pay for them, as she would normally be required to. As our adjudicator says it is understandable that any heating system would probably benefit from a power-flush. But as neither power-flush resolved the issue I don't think Ms G1 should be responsible for their cost. So even if BG hadn't waived those costs I would've considered asking it to in any event.

BG says its offer for Ms G1's expenses includes "thank you" meals and wine Ms G1 got for friends who helped her which aren't covered by the policy. It says I should take this into account when making my decision. Ms G1 said she had to stay with a friend for a few days and that another friend took her somewhere to get more heaters. From what I understand these items only came to around £80 and BG seemed happy to pay them from the start of the complaint.

I will now go on to consider the amount of compensation offered for Ms G1's distress and inconvenience. Ms G1 first made a claim on 6 December 2017. A BG engineer attended her property two days later and fitted a pump. Ms G1 says this left her radiators cold instead of tepid which was the case before the engineer's visit. BG provided Ms G1 with heaters and then did a power-flush at the end of December. Ms G1 said the power-flush was done incorrectly. The power-flush didn't resolve Ms G1's heating and hot water issues.

Ms G1 said she had to spend four days over the New Year at her daughter's house whereas normally her daughter would come to her for the holidays. This meant she had to travel to and from her daughter's house which she says is at least an hour and a half away.

At the start of January 2018 Ms G1 got her own engineer who said there was an issue with the pump. She was advised to have another power-flush which was done on 18 January. Ms G1 said she had hot radiators for 24 hours but they went cold again. And she said this was also the case after a number of further visits from BG. She said at the end of January a BG engineer said there was a part missing from the pump. After he rectified this the heating came back on.

Ms G1 says that BG caused unnecessary delays and that the heating could've been fixed much sooner. She said her own engineer identified there was an issue with the pump without even opening her boiler. She said had the BG engineer installed the pump properly in the first place, the heating would've come back on only a few days after she made her claim.

Ms G1 said that, especially after her hospital stay, she was very weak but still had to deal with BG and its engineers and be available for appointments, liaise with them over the phone and all this made matters worse. Ms G1 had also asked BG to add her daughter as a representative on her policy so it would liaise with her. BG accepts that it didn't do so until February 2018.

I think BG did cause unnecessary delays. I agree with Ms G1 that, on balance, the issue was the pump which was installed early on in the claim. I say this because despite two power flushes the heating didn't come back on and it wasn't until the pump was fixed that the matter was resolved. And even after it was resolved I see Ms G1 had to contact BG again in February as she said the boiler had been left with a slow leak.

I also think bearing in mind the events I mentioned above Ms G1 did suffer a great deal of distress and inconvenience having been without heating for months and relying on fan

heaters, over a very cold period of the year. BG also accepts that it wasn't always clear about when its engineers would be arriving and that it mistakenly asked Ms G1 to pay her excess twice.

For these reasons, I agree with our adjudicator that BG should pay her a further £200 in compensation for the distress and inconvenience it caused Ms G1.

In her complaint to us Ms G1 asked for an apology from BG and for it to make sure that it doesn't treat other vulnerable customers in the same way. I've seen that BG has apologised to Ms G1 and I don't think a further apology would satisfy either party. In terms of how BG treats its other customers this isn't something I can deal with. We are not the regulator so it's not our role to police the insurance industry. Our role is to look at individual complaints in order to decide whether insurers have behaved reasonably and fairly in each case. If other BG customers are unhappy with it they can complain to us and we will look at each complaint on its individual facts.

my final decision

For the reasons above, I'm upholding Ms G1's complaint about British Gas Insurance Limited. In addition to what it has already paid or agreed not to charge for (it paid £427.35 towards expenses, £500 for distress and inconvenience and agreed to waive the cost of the power-flushes which cost £790), British Gas Insurance Limited must pay Ms G1 a further £200 in compensation for the distress and inconvenience it caused her to bring it to a total of £700.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G1 to accept or reject my decision before 25 February 2019.

Anastasia Serdari
ombudsman