

complaint

Mrs and Mr D complain about the handling by British Gas Insurance Limited of repairs conducted following a claim made under their HomeCare insurance policy.

background

In May 2012, Mrs and Mr D took out their policy with British Gas.

In June 2012, British Gas attended Mrs and Mr D's property as their heating was not working. The boiler was also dripping from underneath, and from the overflow outside. British Gas said the fault was due to the fan being stuck, and the repair was completed.

Both drips continued and British Gas attended and replaced a diverter valve and pressure release valve in August 2012.

As the leak still continued, a British Gas engineer attended the following day and recommended further parts were required. These were installed on 10 August 2012. Further British Gas attendances occurred on 20 August 2012, 22 August 2012, and 5 September 2012. British Gas advised that a powerflush was required. Upon this advice Mrs and Mr D employed a private engineer to complete the powerflush. The private engineer advised Mrs and Mr D that there was a problem with the boiler because the radiators were not getting hot enough.

Based on this advice, Mrs and Mr D contacted British Gas and an engineer attended on 14 September 2012 and advised that the diverter valve which was installed in August 2012 needed to be replaced. An appointment was made for 16 September 2012 to do this, however the engineer did not attend. The appointment was then arranged for the following day.

A further nine British Gas attendances occurred between September 2012 to early January 2013.

British Gas then contacted the manufacturer of the boiler, and an engineer from the manufacturer attended on 22 January 2013. He diagnosed that the diverter valve was not installed correctly. On 25 January 2013 the manufacturer's engineer attended and completed the repair.

Mrs and Mr D raised a complaint and British Gas upheld it. British Gas offered to reimburse £648 for the powerflush and £144 for the additional visits from Mrs and Mr D's private engineer. It also offered £380 compensation for the number of British Gas visits which had had to occur and an additional £150 for their inconvenience, and a cheque was issued.

However, Mrs and Mr D feel that British Gas has not taken into consideration a rise in utility bills, as they had used gas fires and electric oil and halogen radiators since they were without central heating. They would also like to be compensated for the cost of repairs to their ceiling due to paper coming off, repairs to a carpet which was lifted by British Gas and repairs to the insulation under their property, which they feel was damaged by the leak. They also feel that British Gas should offer compensation for the loss of holidays and days of missed work which they experienced due to the number of British Gas visits.

Mrs and Mr D brought their complaint to this service. The adjudicator recommended that the complaint should be partially upheld. He considered that British Gas should also reimburse the cost of the repair to the carpet, as it was its engineer who had lifted it. British Gas agreed to cover this. The adjudicator also considered that British Gas should repair the insulation, and British Gas has also agreed to do this.

However, the adjudicator did not feel that British Gas should cover the cost of any increase in gas and electricity usage. This is because Mrs and Mr D have not provided evidence to show that there has been a substantial increase in usage. In addition, the adjudicator was not of the view that any increase in usage could be established as being a direct result of the events involving British Gas which occurred between August 2012 and January 2013.

The adjudicator also did not consider that there was sufficient evidence to suggest that the ceiling paper came loose as a direct result of British Gas' actions.

Mrs and Mr D did not agree and so the matter has been referred to me to decide.

my findings

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

It is clear that this matter has involved considerable time, multiple visits by British Gas and inconvenience to Mrs and Mr D. British Gas has agreed to reimburse them £792 for the costs they incurred in using their private engineer. In addition, it has agreed to cover the repair of the carpet and the insulation. I consider that is fair and reasonable.

British Gas has also offered £530 compensation. This represents a significant award, which I consider is fair having regard to the upset and protracted inconvenience, including the multiple visits and the additional damage caused.

I appreciate Mrs and Mr D feel they should also be compensated for having to manage their work and holiday arrangements around the British Gas visits, and I acknowledge that inconvenience. However, I am satisfied that the award already agreed is appropriate and reasonable, including taking that into account.

While details of gas and electricity costs have been provided, I am not satisfied on the evidence that a substantial increase has occurred, or that any increase can be directly attributed to British Gas's actions in the relevant period.

As well, there is insufficient evidence to show British Gas should be held responsible for the issue with the ceiling paper.

my final decision

For the reasons above, it is my final decision that I uphold this complaint in part.

If it has not already done so, I require British Gas Insurance Limited to:

- reimburse Mrs and Mr D £792 for the cost of their private engineer;
- pay £530 compensation for the trouble and inconvenience caused;
- pay £40 for repairs to the carpet; and
- repair the insulation.

I make no other award.

Helen Moya
ombudsman