

## **The complaint**

Ms T complains that British Gas Insurance Limited (BG) didn't offer her a repair appointment within a reasonable time and she is dissatisfied with the customer service it provided.

## **What happened**

Ms T had a HomeCare Two insurance policy with BG which covered her boiler and central heating for repairs, replacement parts and labour.

BG visited Ms T's home following her report of a leak from her boiler and found that her cylinder needed to be replaced. This was covered under her policy. After the engineer left, she complained to BG that he was rude, left dirt in her home, and that he had turned off the heating and both hot and cold water even though he said it would only be the hot water. Ms T didn't want the same engineer to fix the mistake and BG assured her it would send someone else. The same engineer attended to turn the cold water back on.

BG ordered the replacement cylinder and arranged an appointment with Ms T, explaining it would be the next week before it could install because the delivery time for the cylinder was seven days. She was unhappy that she would be without hot water and heating for seven days. Ms T called BG the following day to say the timescale wasn't reasonable and she had found another engineer who could source and fit the cylinder within two days. She cancelled the appointment.

On the day of the cancelled BG appointment, and after the work had already been done, the cylinder BG had ordered arrived at her home. BG sent the engineer that she had complained about previously to Ms T's home to collect it.

Ms T complained to BG. She thought that BG should cover the cost of the replacement cylinder and labour because its timescales to complete the work were unreasonable. She also felt that it hadn't provided a satisfactory standard of service. BG acknowledged its shortfalls in service and offered a payment of £250 as a gesture of goodwill. The payment was to cover the cost of the replacement cylinder and to address the poor service she received from its engineer.

Ms T was unhappy with the offer because it didn't cover the full amount she paid for the cylinder and labour. She also thought the gesture of goodwill didn't go far enough to address the service shortfalls.

Our investigator upheld Ms T's complaint. She thought that the service shortfalls warranted a payment greater than that offered by BG. She suggested an increase from £90 to £150 was appropriate for the following reasons:

- the engineer turned off her cold water by mistake;
- BG sent the same engineer after Ms T asked it not to;
- its agent didn't tell Ms T that BG could fit the cylinder if she sourced it;

- it wasn't reasonable for BG to say it wasn't obliged to inform Ms T of her options after she cancelled her appointment, and
- BG didn't cancel the delivery to Ms T's home, causing her further inconvenience.

However, our investigator didn't think the seven day wait for an appointment was unreasonable and referred to the terms and conditions which allow for reasonable delay. But our investigator thought BG didn't offer enough for the replacement cylinder. BG offered £160 for the cylinder but nothing for labour. Ms T paid £480 for parts and labour. Our investigator explained that if BG had told Ms T that it could provide the labour if she sourced the cylinder, she wouldn't have incurred the full costs. Because BG didn't offer Ms T the option of installation only, our investigator felt it was appropriate that the cost to BG should be the same as it would've been if it had sourced and replaced the cylinder. She proposed that BG should pay Ms T a total of £633.25 less any already given, which is broken down as:

- pay Ms T an additional £60 for the distress and inconvenience caused (making the total £150), and
- pay Ms T £318.25, which is the difference in amount it would've cost BG (£478.25 less £160 already given).

Ms T was satisfied with this outcome but BG didn't respond.

The complaint was passed to me to decide.

### **What I've decided – and why**

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

I've decided to uphold the complaint and I'll explain why.

BG said it would take seven days for it to source and install a new cylinder. Ms T thought that was an unreasonable timescale. I've looked at the policy booklet which says:

#### *“Reasonable timescales*

*We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible”*

I've also looked at the policy document which explains that parts are difficult to source for Ms T's particular boiler. While that doesn't necessarily include the cylinder, I'm satisfied that it lends weight to BG's explanation that the timeliness of the service it offers can be affected by matters beyond its control. In light of this, I'm satisfied that BG's offer of an appointment for the following week was reasonable.

I've considered Ms T's complaint about BG's standard of customer service and I think it falls short of what a reasonable person could expect. For the reasons given by our investigator, I am satisfied that BG should pay Ms T £150 by way of apology. I will focus here on one particular aspect of the customer service because it has a direct relevance to my final point about how much BG should reimburse.

BG says that because Ms T cancelled the appointment in favour of using an engineer who could source and fit the cylinder within two days, its obligation to her about this matter

ended. I don't agree. When Ms T called to cancel the appointment, I would've expected BG to take that opportunity to explain the options available to her under her insurance policy, including:

*"Spare parts*

*We'll provide replacements...Or you can give the engineer a replacement part that you've bought yourself, that we approve."*

I think that BG should've been looking to treat Ms T fairly and that would've included minimising her financial outlay for labour given that her insurance policy covered it. Although this option is stated in her policy booklet, BG should've brought it to her attention during that call. BG offered Ms T £90 in acknowledgement of the other service shortfalls. I'm satisfied that the uplift to £150 is warranted in recognition of this additional shortfall in customer service.

This brings me to the final point which is the amount BG should reimburse. Although I think BG offered an appointment in a reasonable timescale, I can understand why Ms T didn't want to wait seven days to have access to hot water. I don't think it was unreasonable that she sourced an alternative service but her insurance covered the parts and labour and I don't think it's fair for BG to benefit from Ms T's decision. BG offered to pay for the cylinder and I think that's fair. But I think it should also pay for the labour costs it would've incurred had it explained Ms T's options, and had she accepted, when she cancelled her appointment.

I think BG should pay Ms T a total of £633.25, which is £483.25 it would've cost BG to source and fit the cylinder plus £150 by way of apology for the service shortfalls. BG should deduct from this any policy excess or amount already paid to Ms T.

### **My final decision**

For the reasons given above, my final decision is that I uphold the complaint and British Gas Insurance Limited should:

- pay Ms T £483.25 which is what it would've cost to source and fit the cylinder for her, and
- pay £150 by way of apology for the service shortfalls described.

British Gas Insurance Limited should deduct from this any policy excess or amount already paid to Ms T.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 29 May 2020.

Debra Vaughan  
**Ombudsman**