

The complaint

Mrs A is unhappy that British Gas Services Limited (BG) wasn't available for an appointment until two weeks after she reported a problem with her boiler. Because of this, she thinks BG mis-sold the home emergency policy.

What happened

Mrs A had HomeCare Two emergency cover including an annual service with BG. When she called to report a problem BG told her it would be two weeks before it could attend. Mrs A didn't think that was soon enough.

Mrs A arranged for a third party to complete the work. BG offered to pay part of the cost but Mrs A wasn't happy with its offer. BG then offered to pay the full third party costs which Mrs A was satisfied addressed that part of her complaint. But she remained unhappy that she had needed to employ a third party in the first place.

Mrs A said she had the cover for 17 years and now feels BG mis-sold the policy to her because it didn't attend promptly when she needed it for a home emergency.

BG said it wasn't able to attend sooner because of the number of emergencies it was attending at the time. However, it accepted its level of service wasn't what Mrs A might've expected and offered £20 as a gesture of goodwill for the inconvenience and distress she experienced.

Mrs A didn't think the offer was enough.

Our investigator upheld the complaint. He agreed that BG should pay more for the distress caused and he thought an award of £100 was more appropriate in the circumstances. However, he didn't think that BG needed to refund all of Mrs A's premiums because she had used the service several times over the years.

Neither Mrs A nor BG agreed.

Mrs A said she had the policy to cover exactly this type of situation, and yet when she needed it she couldn't rely on BG. She felt its adverts showing prompt appointments were misleading and it wasn't good enough that BG didn't have sufficient engineers during winter.

BG thought its original offer of £20 was fair for the inconvenience of arranging for a third party to fix the boiler. It pointed out that Mrs A had benefitted from the service over the years and it didn't think it was necessary to refund all premiums paid. BG felt that a payment of £100 would be excessive.

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 Mrs A's complaint, but I won't be requiring BG to refund all of her payments. While I realise both Mrs A and BG will be disappointed with my decision, I consider it fair in the circumstances. I'll explain why.

There is no dispute that the boiler repair was covered under Mrs A's policy and that BG offered an appointment for the work to be done. The issue is that Mrs A felt the appointment wasn't soon enough. BG explained that there was high demand for its services and as there was no indication of vulnerability, it didn't prioritise the appointment. I can understand its reasoning but I can also understand why Mrs A would've been dissatisfied with its response. She had used its service on previous occasions so it's unlikely she would've anticipated having to wait two weeks for an appointment.

The terms and conditions state:

"We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible."

BG said it was in high demand. However, given that Mrs A was without heating and hot water and she had home emergency cover, she could've reasonably expected an appointment sooner than the one BG offered. I understand she didn't report any vulnerability to BG, and I accept that BG would prioritise vulnerable customers. But other options for an appointment sooner than it offered were available, such as sending a third party to complete the repair. The terms and conditions state:

"Our engineers

Normally, we'll send a British Gas engineer to carry out the work. In some cases, we may send a suitably qualified contractor instead."

So, BG said it fulfilled its obligation because it sent a third party engineer, but it's confirmed to me that Mrs A arranged for the engineer to attend. I accept that BG reimbursed Mrs A for the cost, but that's not the same as arranging the engineer for her. It didn't take the burden from Mrs A as she might've expected it to under a home emergency policy. In light of this, I think a sum greater than £20 is warranted for the inconvenience Mrs A experienced. I'm satisfied that a total of £100 is fair and reasonable in the circumstances.

I can understand that Mrs A is unhappy about paying for cover which wasn't there when she needed it. However, it was available to her for all the years it was in place and it's not fair to assume BG would never have attended emergencies during that time. In general, people buy home emergency cover in the hope that a claim is never needed. What it should do is give some peace of mind. I realise that Mrs A may no longer have that peace of mind with BG because the cover didn't meet her expectations when she needed it. However, it's not fair to apply that retrospectively.

On this occasion BG failed to meet Mrs A's reasonable expectations, but that doesn't mean it wouldn't have met them at any time before or that it won't in the future. I think it was fair for BG to pay the third party costs because it should've arranged to do the work itself. I have no reason to doubt that BG didn't have engineers available at the time, but Mrs A had cover for an emergency so she shouldn't have needed to make the arrangements herself. Therefore, I won't require BG to refund all premiums paid, but it's fair to pay more than the £20 it offered.

Briefly, Mrs A said BG mis-sold the policy to her and she refers to its adverts in which it portrays prompt engineer attendance. I can understand that Mrs A is frustrated with the whole experience but it wouldn't be fair for me to conclude that BG mis-sold a policy based on service portrayed in current adverts. BG hasn't made a claim that it would attend *all* emergencies on the same day so I'm satisfied that this is a matter of customer service rather than mis-selling.

My final decision

For the reasons given above, my final decision is that the complaint is upheld. British Gas Services Limited should pay Mrs A £80 in addition to the £20 it has already paid, which brings the total goodwill payment to £100. This is in recognition of the time spent organising a third party to complete the work which should've been covered under her policy, and for the upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 22 July 2020.

Debra Vaughan
Ombudsman