

The complaint

Mr S complains about the service he got from British Gas Insurance Limited after he made a claim on his home emergency policy.

What happened

On 2 May 2019, Mr S noticed a drain in his garden was overflowing. He called British Gas to make a claim. The call handler told Mr S an engineer would be there as soon as possible and hopefully, before midnight. Mr S got a text from British Gas which said his appointment had been booked for between 8pm and 23.59pm.

Mr S said he called British Gas several times during the evening and was told he'd be called back with a more accurate timeframe. The engineer hadn't arrived by midnight. He said he spoke to British Gas at around half past midnight and was told that an engineer might not be able to get there until around 7am.

So Mr S checked into a hotel with his family. British Gas' engineer called Mr S at around 1am, but Mr S told him not to come at that point, as no-one was at home. The engineer came out the following day.

Mr S complained to British Gas about the service he'd received. He said he'd been told an engineer would be with him by midnight. And due to the lack of toilet facilities at home, he'd felt he and his family had had no choice but to check into a hotel. He asked British Gas to refund him the cost of the hotel room.

British Gas didn't agree to refund the hotel costs. It said it'd told Mr S it would do its best to be with him by midnight, but job lengths vary. It paid him £30 as a gesture of goodwill. Mr S wasn't happy with British Gas' response, so he asked us to look into his complaint. He told us his wife had been in hospital earlier that day.

Our investigator didn't think Mr S' complaint should be upheld. She said the policy terms required British Gas to carry out repairs within a reasonable time. The policy didn't guarantee a definite timeframe. She didn't think Mr S had let British Gas know about his wife's hospital visit. And given the engineer called Mr S about an hour after midnight, she didn't think the delay was unreasonable.

Mr S disagreed. He said he'd made multiple calls to British Gas and had been told he'd be given more accurate timings for attendance. But he hadn't had any call backs. He told us he'd found out that the first call handler should have told him that the engineer might not arrive until 7am. He said if he'd been given the right information at the start, he could've made arrangements for himself and his family to use toilet facilities elsewhere, or stay with family and friends. But by the time he found out that the engineer might not be there until 7am, it was too late. He said he'd had no choice but to book into the hotel. So he thinks it's only right that British Gas reimburses the cost of it.

The complaint's been 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. Having done so, I think British Gas has treated Mr S fairly. I'll explain why.

First, I've carefully considered the terms of Mr S' policy with British Gas to check what service British Gas offers. It states:

'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 and give you another time when we can visit.'

The policy doesn't define what a reasonable time is. And it doesn't give a definite timeframe in which British Gas needs to make sure repairs or visits are completed. It seems Mr S made a claim at around 8pm on 2 May 2019. An engineer called him at around 1am on 3 May 2019 to let him know he was on his way. I think, given Mr S' circumstances, five hours is a reasonable time for an engineer to visit his home. And the engineer ultimately visited the following day. So I think British Gas met its obligations under the policy terms.

I know Mr S feels strongly that British Gas led him to believe that he'd receive a visit by midnight. So I've listened carefully to the call Mr S made to British Gas to make his claim. The call was made at around 8pm. Mr S asked the call handler if he could give any timeframe for the engineer to come out. The call handler said, "*should be before midnight but we can't give you any guarantees.*" The call handler later told Mr S an engineer would be there "*as soon as we can.*"

So while I agree the call handler told Mr S an engineer should've been with him by midnight, I think he made it clear that this wasn't guaranteed. And I think this should've prompted Mr S to realise that the engineer might get there *after* midnight. I appreciate he then got a text to say his appointment was booked for between 8pm and 11.59pm, but I don't think this superseded what he'd been told by the call handler. I think the call handler had been clear that the timeframe he'd given wasn't definite.

Mr S told us he made multiple calls to British Gas throughout that evening to chase up when the engineer would arrive. And he told us he was ultimately told the engineer might not get there until 7am at around half past midnight. At that point, he chose to check into a hotel with his family.

I asked British Gas to send me a log of its call records, so I could look into the calls Mr S had made and see what he'd been told by the call handlers. British Gas told us it can't find any follow up calls Mr S made, or any records to show he was told an engineer might not be able to get to him until 7am. It's possible Mr S might've been calling a different number, or that the call handlers just didn't make notes. But there are simply no records from the time to suggest Mr S didn't get call backs he was promised, or that he was told British Gas wouldn't get to him until 7am.

While I appreciate Mr S' wife had been taken ill, British Gas' call handler asked Mr S about any vulnerabilities in his household when Mr S first made the claim. Mr S answered, "*no, not especially.*" So it wouldn't be fair for me to hold British Gas responsible for not being aware of this, or failing to prioritise the job on this basis.

Overall, I think British Gas dealt with Mr S' claim in line with the policy terms and I think it treated him fairly. So I won't be telling British Gas to pay him anything more.

My final decision

For the reasons I've given above, my final decision is that I don't uphold Mr S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 29 May 2020.

Lisa Barham
Ombudsman