

The complaint

Mr and Mrs D have complained about the failure by British Gas Insurance Limited (BG) to resolve a problem they had with their electricity supply in a timely manner which caused them stress and anxiety.

What happened

Mr and Mrs D had a problem with their electricity supply cutting out. They reported this to BG with whom they have a HomeCare 4 policy on 17 September 2019. BG sent an engineer the same day. He diagnosed a loose connection. Another engineer attended the next day and undertook a repair. The engineer replaced two fuses but as he didn't have the correct fuses with him, he replaced them with fuses from another manufacturer.

Mr and Mrs D say that the engineer told them this was a temporary fix and recommended a new fuse box. His report stated he'd done a repair with "temporary non-brand parts" and that he'd raised a quote for a new fuse box.

On 26 September, Mr D contacted BG and raised a complaint as they hadn't received the quote they were expecting. They say this was causing stress and anxiety to them both as they were worried that "temporary non-brand parts" wouldn't be safe for indefinite future use. He asked BG to explain why the supply and fitting of a new fuse box wasn't available free of charge under his policy as the repair that BG's engineer had done was only temporary, and if the temporary repair was completely safe, why a new fuse box was needed at all.

Mr and Mrs D have provided a letter from BG dated 18 September enclosing a quote and advising them that they had 28 days within which to accept it. They've also provided another letter from BG also dated 18 September advising them that it had recently provided a quote but hadn't heard back from them and reminding them that they had another 14 days in which to respond to the quote. Mr and Mrs D say both these letters arrived on 15 October.

Mr D wrote to BG on 15 October about these letters, alleging that they'd been backdated to show that they were a timely response to the engineer's request for a quote for a new fuse box, and not in response to Mr D's complaint of 26 September. He asked for his complaint to be escalated.

According to its records, BG phoned Mr D on 28 November, and in that call Mr D was assured that the temporary repair would be safe but that there was no guarantee as to how long it would last due to the fuse-box needing to be replaced. He was advised that a replacement fuse box might be classed as an upgrade, which is why he was given a quote for, it as upgrades aren't covered by his policy.

BG responded to Mr D's original complaint of 26 September on 18 December. It said that the repair carried out on 18 September was in fact a full repair and not a temporary fix. It said that although the fuse box wasn't to current standards, it was still safe to use. The engineer's recommendation to upgrade the fuse box was given as "best practice". In these circumstances it would always advise an upgrade. A new fuse box would only be provided

free under their policy if BG wasn't able to obtain the correct parts to effect a repair and so there was no option but to replace the fuse box.

Mr and Mrs D maintain that BG deliberately tried to frighten and mislead them into paying for the provision and installation of a new fuse box despite the fact that they believe they were entitled to have this work done free of charge under the terms of their policy. They further maintain that it was only because they complained to BG that the fuse box should be replaced free of charge that BG changed its mind and said that the repair was a permanent repair despite the engineer's report stating that it was temporary, and raising a quote for a new fuse box.

Mr and Mrs D want BG to provide a new fuse box as well as some financial compensation for the worry and stress this has caused them. They brought their complaint to this service. Our investigator's view was that BG shouldn't be required to do anything to put things right. Mr and Mrs D don't agree with our investigator's view and have asked that their complaint be referred to an ombudsman. It's therefore been passed to me to give a final decision.

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'm not going to uphold Mr and Mrs D's complaint and I'll explain why.

Mr and Mrs D's policy requires BG to undertake repairs, and only if a repair can't be done will a part be replaced. The relevant section of the policy states:

"Making any improvements

Your product only includes repairing or replacing your boiler, appliance or system when it stops working properly – it doesn't include any improvements or upgrades, for example: replacing smoke alarms that are past their recommended replacement date or expiry date, replacing working radiators, swapping standard radiator valves for thermostatic ones and replacing electrical cables and fuseboards that still work."

The repair that BG's engineer did addressed the problem that Mr and Mrs D had with their power supply. So although the fuse box was no longer to current standards, BG has said it was safe. Mr and Mrs D's complaint arises from BG's engineer's description of the repair as "temporary", and the fact that it took BG three months to confirm to Mr and Mrs D that their fuse box was safe, although replacing it was advised. It said that their cover wouldn't be affected if they didn't replace the fuse box.

I can appreciate that Mr and Mrs D would've suffered stress and anxiety arising from their concern about the safety of the "temporary" fix that BG's engineer did. Mr D wrote to BG on 26 September to say so. He stated:

"Up until now, we have still to receive a quote for a new fuse box which [engineer] told us would be sent to us by post and this delay is causing stress and anxiety to both my wife and myself as we are worried that "temporary non-brand parts" are not safe for us to continue using indefinitely."

Mr and Mrs D got a response from BG the next day saying their complaint had been received, but also saying that it could take up to eight weeks for a response. BG didn't respond to Mr D until 18 December. Nothing was done in the intervening period to clarify the position for them and to alleviate their anxiety.

I need to consider whether, and the extent to which, BG is responsible for the stress and anxiety that Mr and Mrs D say they suffered.

I think it was reasonable for Mr and Mr D to believe that the repair was temporary because that's how BG's engineer described it. But I don't consider that "temporary" necessarily suggests a risk of danger, and I'm sure no engineer would undertake any repair, temporary or otherwise, that would leave a customer exposed to danger. The word suggests the possibility that the repair might not last.

There was nothing on the engineer's report in the nature of a warning, or anything which advised of the need for a permanent repair. Nor was another appointment arranged to fit parts that were preferable to those fitted on a supposedly temporary basis. If a new fuse box had been necessary rather than desirable, there would've been no need for the engineer to arrange for a quote, as a new fuse box would've been provided free under the terms of the policy. And Mr D didn't contact BG other than to send a complaint to BG's customer service department. As Mr and Mrs D were anxious, they could've phoned BG for advice, knowing that a response from customer services might take eight weeks.

As to Mr D's view that the two letters both dated 15 September were in some way part of a cover up, I cannot see any evidence to support this so I'm not going to make any findings about them.

So my conclusion is that there was clearly a misunderstanding as to the actual status of the fuse box and whether it posed an ongoing risk and needed to be replaced. This misunderstanding sadly caused Mr and Mrs D stress and anxiety. But whilst I have sympathy with how they felt, and an earlier response from BG to their complaint might have limited that stress and anxiety, I can't say that BG actually did anything substantially wrong here.

My final decision

For the reasons I've given above, I'm not upholding Mr and Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 5 January 2021.

Nigel Bremner
Ombudsman