

The complaint

Miss C complains that British Gas Insurance Limited didn't compensate her enough after poor service and a delay in her boiler being fixed under her home emergency insurance policy.

What happened

Miss C has a property which she lets out to tenants. When they reported that the boiler wasn't working, she claimed on her HomeCare policy and an engineer was arranged to visit. But the earliest appointment was six days later. The engineer didn't attend on that day, so it was rescheduled to the next available appointment, five days later. The engineer arrived and said he'd fixed the boiler, but Miss C's tenants said it still wasn't working and water was found leaking from it. An emergency engineer visited to make the boiler safe and another engineer visited the next day who diagnosed the problem. It was fixed the day after with a new part fitted, but this was around fourteen days after the claim was first made.

Miss C was dissatisfied, so complained to British Gas. She said her tenants had been without hot water and central heating for two weeks which had caused a great deal of distress and discomfort. She said it had caused her stress personally by having to deal with irate tenants and British Gas – who she found unhelpful. Miss C said both she and her tenants had to take time off work on several dates to be available for the engineers and she's unhappy she had to spend more time complaining to British Gas and following it up with this service. British Gas accepted the service had fallen short and offered £90 compensation, but Miss C didn't think this was enough.

Our investigator didn't uphold the complaint. He acknowledged there had been some failings and it would have been a difficult experience for Miss C, but said British Gas had shown that the engineer had visited the property and couldn't get access. He thought it had fairly compensated Miss C for the service she received.

Miss C didn't agree and has requested an ombudsman's 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.

The policy provides cover for repairs to Miss C's boiler and controls, and central heating – or a contribution to a replacement if it can't be repaired. Miss C's policy says that on visiting the customer, British Gas will *"...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."*

So when Miss C made her claim, I think she could have expected the boiler to be repaired within a reasonable time and to be given a time when British Gas could visit. The policy doesn't define what it considers to be a reasonable time, but insurers should deal with claims

promptly and fairly. So I've considered what a reasonable time might be to deal with the claim and whether it was handled promptly and fairly.

Miss C was initially unhappy that she was given an appointment for an engineer to attend six days after making the claim. I've considered whether attending after six days was a reasonable time and in the circumstances here I think it was. British Gas has explained that the response time for emergency appointments can vary depending on how many claims it receives and how many engineers it has available. It also says it assesses the circumstances of its customers to ensure the most vulnerable customers are prioritised. I've seen no evidence that the initial delay of six days was caused by an avoidable delay or error by British Gas.

British Gas provided information to show the engineer did arrive at the property on the first visit. Having looked at this information, I'm satisfied the engineer did attend, but received no answer when ringing the buzzer.

British Gas accepts its engineer didn't call before arrival as he should have done. Had this happened, it's possible that a further visit wouldn't have been needed. A further visit was arranged and this took place five days later. But another engineer needed to come back the day after that, as Miss C's tenants still had problems with the boiler and found it leaking water. The problem was then diagnosed and the boiler was repaired two days later, at which point the tenants had been without hot water and heating for around two weeks.

Although I don't think British Gas was at fault for the initial wait of six days, it could have resolved things more quickly after that. British Gas accepts the service fell short of what Miss C could reasonably have expected. It would have caused her some distress and inconvenience and I appreciate it would have put her in a difficult position with her tenants. But I think British Gas' offer of £90 compensation is reasonable, taking into account that any delay was for a short period of days. And I can only take into account the impact of any delay on Miss C as the policyholder. So I can't ask British Gas to make an award for the tenants being without hot water and heating for this time. Nor can I make an award for the time Miss C has spent making a complaint and referring it to this service.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 1 December 2020.

Peter Whiteley
Ombudsman