

The complaint

Mrs W complains about the delay in resolving issues with her heating system after she made a claim under her Homecare insurance policy with British Gas Insurance Limited.

All references to British Gas include its agents.

What happened

In October 2019, Mrs W contacted British Gas about problems she was experiencing with her heating system. Her upstairs radiators were only warm at the bottom and had to be bled every night to make the whole radiator hot. By morning they were cold again. The lounge radiator was cold all the time.

British Gas arranged for an engineer to visit on 18 October. Mrs W booked the day off work to let them in. But British Gas cancelled the appointment that morning and it was rearranged for 8 November.

Mrs W took another day off work and an engineer came around. The lounge radiator was fixed but only worked for four days after this. The engineer also put some leak sealer into the system but the issues with the upstairs radiators persisted.

A British Gas engineer visited again on 12 and also on 19 December, but the issues weren't resolved. On 30 December Mrs W advised British Gas they had no hot water or heating and another appointment was made 4 January 2020.

There were two more visits from British Gas before the problems with the heating system were fully resolved on 15 February 2020.

Mrs W complained to British Gas. She said between them, her and her husband had to take six days off work. Her husband was self-employed so had lost earnings. The communication between departments had been poor, resulting in many letters and phone calls confusing the situation. During this time, it had been cold and damp upstairs. Relatives hadn't been able to visit because it was too cold.

British Gas agreed that there were failings in its service and offered Mrs W £200 compensation.

Mrs W remained unhappy, so she brought her complaint to us.

I issued a provisional decision on 24 July 2020, where I explained why I intended to uphold Mrs W's complaint. In that decision I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.
Based on what I've seen so far, I intend to uphold Mrs W's complaint. I'll explain why."*

Mrs W says she thinks problems might have arisen from when her boiler was first installed in May 2019. But to be clear, I can't consider what might have happened during the installation of her boiler. I can only look at how British Gas has dealt with her claim under her insurance policy.

The relevant rules require insurers to handle claims promptly and fairly.

British Gas has acknowledged there were failings in the service it provided to Mrs W. So, what I've needed to consider is whether the £200 it's paid is fair compensation.

Mrs W first made British Gas aware of the problems with her heating in October 2019. It took around four months for the issues to be resolved. This was after one cancelled appointment and several visits from British Gas.

British Gas says that under its terms and conditions it doesn't pay for time off work, but it requires someone over the age of 18 to be present to let their engineers in to carry out the work required.

I can see that time off work isn't covered under the terms of the policy. But the terms refer to "reasonable timescales" and say: "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."

Looking at what happened, I don't think the problems were fixed within a reasonable time. It took over four months and seven visits to fix the problem, which caused a lot of unnecessary inconvenience and discomfort during the winter months.

British Gas hasn't explained why the first appointment was cancelled or why it was another three weeks before the next one was arranged. I can accept that it might be necessary for a consumer to need to take one or two days off to fix a problem. But between them, Mrs W or her husband had to be available on six occasions (including the cancelled appointment). So, I think the inconvenience and consequential loss was more than might be expected.

I can't consider time Mr W took off because he isn't named on the policy. Mrs W says she herself took time off on three occasions. I think it must have been very frustrating for her to use up her annual leave and have the inconvenience of staying in for visits that didn't resolve the issues with her heating.

Mrs W's property was without adequate heating for around four months. This was during the winter, so it was no doubt very uncomfortable. She told us the radiators had to be bled every day, which must have been very frustrating. Mrs W also wasn't able to have her elderly father and her young grandchild over to visit because it was too cold. This was no doubt disappointing and distressing for her, especially over the Christmas period.

Taking all of the above into account, I think it would be reasonable for British Gas to pay a total of £700 for trouble and upset. This includes the £200 it has already paid."

I gave both parties the opportunity to respond with any further comments or information they wanted me to consider before I issued my final decision.

Responses

Mrs W said although her husband isn't named on the policy, without him she'd have had to take seven days off work rather than three. She asked if I'd considering doubling the compensation award to £1,000, in view of this.

British Gas said it had tried to contact Mrs W the day before the planned visit of 18 October to reschedule. If Mrs W had responded to the voicemail it left at 12.43, she wouldn't have wasted a half day of annual leave.

It said the rescheduled visit of 25 October was moved again by Mrs W, so this further delay was not as a result of anything British Gas did.

British Gas also wanted to address the number of visits. It said it will sometimes be a process of elimination to get to the root cause of an issue. At times a fault won't be immediately obvious and only after attempting repairs to certain parts of a boiler, will it become clear what the issue was. British Gas believes all visits were productive and reasonable attempts to complete the repair.

British Gas felt its compensation offer of £200 was fair and reasonable.

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 considered both parties' comments and the additional information provided by British Gas. But these haven't made a difference to the conclusions I reached in my provisional decision.

I understand Mrs W feels that if her husband hadn't taken time off work to be available for British Gas, she would have needed to take off more time herself. But as Mrs W is the sole policyholder and the only one eligible to complain, I can only consider trouble and upset that she has directly experienced. This means I can't award compensation for the time her husband took off work.

British Gas might have attempted to contact Mrs W the day before it cancelled the initial visit. But this was still short notice and Mrs W might not have responded to the voicemail for any number of reasons. I don't think it would be fair to conclude that Mrs W could have avoided taking the time off work.

I appreciate British Gas feels that not all of the delay was down to it. I also acknowledge that it's not always possible to diagnose a problem during the first visit. But even taking these points into account, I think British Gas should have been able to resolve things much sooner than it did. And I still believe a total of £700 compensation is appropriate.

Putting things right

British Gas should pay Mrs W £500 trouble and upset (in addition to the £200 it's already paid).

My final decision

For the reasons I've explained, I uphold Mrs W's complaint and direct British Gas Insurance Limited to put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or

reject my decision before 6 October 2020.

Anne Muscroft
Ombudsman