

The complaint

Mrs B is unhappy about the service she received from British Gas Insurance Limited (BG) under her home emergency policy.

What happened

BG invited Mrs B to book an annual service of her boiler. The first available date offered was in March 2020. In January 2020 Mrs B experienced problems with her boiler and booked for an engineer to attend. Unfortunately, BG had to cancel this appointment, due to engineer availability and re-scheduled.

The BG engineer attended in February 2020 and completed the repair. But, Mrs B's boiler experienced further issues and another engineer found that parts were required. The return date BG offered to carry out the repair wasn't suitable for Mrs B, which meant that the boiler wasn't completely fixed until towards the end of February 2020. Mrs B's annual service for her fire was still scheduled for March 2020, but BG didn't attend.

Mrs B complained to BG about the wait times, appointment availability, the failure of its engineers to service her hob and that she had to pay an excess charge. BG explained that the appointments had to be re-scheduled due to the high volume of emergency calls and as Mrs B's call wasn't an emergency, it didn't take priority. It completed the repair in February which had been delayed due to Mrs B's availability. BG maintained that the hob was never covered by the policy. But offered £120 compensation for the cancelled appointments.

Mrs B complained to this service. Our investigator didn't uphold the complaint. He said that the offer of compensation was fair, given that BG didn't cancel the appointments deliberately nor were the delays caused intentional.

Mrs B wasn't satisfied with our investigator's view as she felt he hadn't addressed a few issues. Such as the time she had to take off from work due to the cancelled appointments, the lack of heating and hot water in her home for a period and that she had to pay an excess charge on top of the monthly policy payment. So she asked for a decision from an ombudsman.

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 should first explain that this service has to make its decisions based upon the evidence presented to it. Where evidence is lacking, or is conflicting, then findings have to be made based on what is more likely than not to have happened. The objective is to reach a decision that is fair and reasonable.

I consider that there are three specific aspects to this complaint. Firstly, the wait time and engineer's availability. Secondly, whether Mrs B ought to have paid an excess charge and finally, whether Mrs B's hob was covered under the policy.

BG have said that when Mrs B reported issues with her boiler she didn't report that it was an emergency. She reported a loss of pressure and that her '*boiler was playing up*'. Under the policy schedule, BG had to attend both emergency and non-emergency calls. I think the issue here is whether BG should've classed the call as an emergency and therefore prioritised the repair.

I have read the chat transcript between BG and Mrs B. She is asked by the agent the following:

'How may I help you? I have just booked my annual service but coincidentally my boiler is playing up and loosing (sic) pressure so wanted to arrange an enjineer (sic) to have a look at it please.'

The chat continues to the booking of the engineer visit and the payment of the excess fee. BG has said that because Mrs B didn't say that she had loss of heating or hot water, which would class the repair as an emergency, it didn't prioritise the repair. I think this explanation is reasonable and I don't think BG were unfair in not prioritising this call as an emergency. I note that this resulted in a re-scheduled visit, but the engineer carried out the annual service on the boiler, when he attended, which he wasn't required to do.

Mrs B said that following this repair, her boiler broke down later that same day, but having reviewed the job records, I can see that she didn't report this new breakdown until three days after the engineer's visit. I would've expected Mrs B to have reported the breakdown much sooner, but when she did, BG sent an engineer the next day who found that parts were required to complete the repair. Those parts were fitted once they became available and when Mrs B was present. So, I am satisfied that BG carried out the repairs and visits within a reasonable timescale.

Mrs B complains that she had to take a total of five days away from work due to the visits and that BG's offer of £120 compensation for the distress and inconvenience this would've caused was not enough.

I accept that Mrs B had been put to some trouble and inconvenience as a result of the cancelled engineer's visits. Nonetheless, I wouldn't generally make awards for a consumer's time and it isn't this services role to punish or fine the businesses we cover. I think it's fair for BG to have recognised its shortcomings which I think that it has by its offer of compensation. In these circumstances, I think that the £120 offered is reasonable and recognises the distress and inconvenience Mrs B had suffered.

Regarding the excess charge and whether Mrs B should have paid it. The terms and conditions of the policy state:

'..the excess or fixed fee you've agreed to pay each time we complete a repair..'

The policy schedule also states that an excess fee is payable. BG explained that when Mrs B took out the policy, she had the option of paying a higher premium and foregoing any excess payments or paying a lower premium and having to pay an excess charge. Mrs B accepts that she chose the latter and during the online chat, I can see that she willingly paid it. So, I don't think that BG were unfair to have relied upon this term and it was reasonable for it to have charged Mrs B the excess fee.

I have considered whether Mrs B's hob was covered under the policy. Mrs B said that each year when BG attended to carry out the boiler annual service, her hob was serviced as well. BG has said that the hob wasn't covered by the policy and if any service had been carried out, then this would've been done as a gesture of goodwill from the individual engineer who attended.

I have looked at the policy schedules from 2014 to 2019 (excluding 2015 which wasn't supplied) and these give details as to what was covered. I have also looked at the service records and I can see that in addition to her boiler, annual services were covered on a '*Marlborough Coal Stove*'. Both parties have said that the appliance is a gas operated fire which was covered under the policy and serviced each year.

Unfortunately, there is no hob being listed as an appliance covered under the policy. So I am persuaded that there was no cover for Mrs B's hob to be serviced under the policy and if one was carried out it was done as a goodwill gesture by the individual engineer.

Overall, I think that BG has dealt with Mrs B reasonably and I am satisfied that it applied the policy terms fairly. I think that the £120 compensation offered is fair and if this hasn't already been paid to Mrs B, I recommend that she contact BG to accept this payment as I won't be asking BG to do anything more to resolve this complaint.

My final decision

My final decision is that I don't uphold this complaint, for the reasons given.

British Gas Insurance Limited has already made an offer to pay £120 for the trouble and upset it caused and I think this offer is fair in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 4 December 2020.

Ayisha Savage
Ombudsman