

The complaint

Mr and Mrs C complain about the service they received from British Gas Insurance Limited under their homecare policy.

What happened

Mr and Mrs C had a homecare agreement with British Gas and they'd received a good service in the past. But in late 2019 a vulnerable tenant rang to say the boiler had failed and there was no heating or hot water. Mr and Mrs C contacted British Gas who arranged a visit the following week. There wasn't an earlier appointment available so British Gas offered Mr and Mrs C up to £50 to purchase heaters until the engineer arrived.

The engineer attended on the expected date. But the occupant didn't hear them and they had to return a couple of days later to fix the boiler. Unfortunately it failed again just under a week later. The engineer didn't arrive for the follow-up visit and by this time the tenant was suffering badly from the situation. Mr and Mrs C said they had to push for another appointment before Christmas. During the visit the engineer said they didn't have time to do the safety check and issue a certificate. Mr and Mrs C were then told that the boiler safety certificate had expired as British Gas had tried unsuccessfully to arrange a safety check.

Mr and Mrs C say they've found the whole situation extremely stressful. And they'd like British Gas to acknowledge its service could've been better. They'd also like a discount or compensation for their considerable time and inconvenience.

British Gas apologised for any inconvenience caused to Mr and Mrs C. It said the terms and conditions of the policy stated it would carry out repairs within a reasonable time. It'd arranged an appointment at the earliest availability. And because there was a six day wait it'd offered to cover the cost of some fan heaters to a value of up to £50. It said there'd been a delay in receiving a copy of the invoice for the heaters, but it'd arranged a refund and a cheque had been sent to Mr and Mrs C. British Gas said its logs showed the engineer had attended when agreed but hadn't been able to get a response from the occupant. So it didn't feel it'd done anything wrong.

Mr and Mrs C weren't satisfied with British Gas' response. So they contacted our service and our investigator looked into the matter. He felt British Gas could've done better. It'd taken nearly three weeks for the boiler to be fully repaired. And the engineer was seen 'running away' from the property despite British Gas being made aware of the vulnerability of the tenant.

Our investigator looked at the 'reasonable time' section of the terms and conditions. He felt a 19 day wait for the boiler to be fully repaired wasn't unreasonable in the circumstances. But he didn't think it recognised the effort Mr and Mrs C had to make to reduce it to that timescale. They'd had to constantly push for earlier appointments. And it took until the following year for the safety test certificate to be completed.

So he felt British Gas should compensate Mr and Mrs C for the considerable time they'd spent sorting things out. And he recommended a payment of £100 for the trouble and upset caused to them.

British Gas didn't agree. So it's asked for an ombudsman's final decision. There'd been a high demand for its services during the winter months and it'd offered the heaters as a gesture of goodwill. If its engineer had been able to access the property on the first appointment the repairs might have been completed then. And its records showed it'd recommended the boiler be replaced since 2012 so the second failure wasn't surprising.

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 can see Mr and Mrs C were very concerned for the wellbeing of their tenant when the boiler developed a fault. Although British Gas agreed they could purchase a heater while they waited for the engineer, it could only heat one area at a time. And they were originally given long waiting times for appointments and had to repeatedly request more urgent visits.

The terms and conditions of the homecare agreement refer to the reasonable timescales British Gas expects to carry out any repairs or visits in. The section states '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.'

Mr and Mrs C said the earliest they could get the first appointment from British Gas was six days after they'd reported the problem. I can understand the worry this would've caused as their tenant was vulnerable and without heating or hot water. But I don't think the timescale was unduly unreasonable during the winter period. And British Gas did offer to cover the cost of alternative heating to a maximum of £50, which it says was a gesture of goodwill as this wasn't part of the homecare policy. Unfortunately the tenant didn't hear when the engineer arrived but noticed someone leaving the property when it was too late.

I've looked at the engineer's visit log. British Gas says it shows the engineer attended but was unable to get an answer. And it was unfortunate they weren't able to make the tenant aware of their visit on the first occasion. The tenant was aware an engineer would be arriving. And they say they were looking out for a visit and only noticed someone had turned up when they saw them leaving the property rather than waiting on the doorstep.

Mr and Mrs C chased for a speedy return and a second visit was arranged two days later. But the repairs were unsuccessful and within a few days the tenant was again without heating or hot water during a period of cold weather. So Mr and Mrs C spent some time on the phone again to British Gas. The next appointment offered was over two weeks away and after Christmas Day. After two telephone calls to British Gas it was agreed the engineer would return on 17 December.

Although the repairs were completed successfully this time, Mr and Mrs C were told there wasn't time to complete the annual safety test certificate. It should've been scheduled a few days earlier, but the appointment doesn't seem to have been attended.

They then received a letter saying British Gas had tried to arrange a gas safety check without any luck. And they had to make further calls to British Gas before this was resolved a few months later.

Based on what I've seen I think British Gas could've handled things better. The repairs took nearly three weeks to complete after a number of missed, successful and unsuccessful visits. Although I think the length of time it took the fix the problem wasn't unreasonable during the winter period leading up to Christmas it would've been considerably longer without the continual efforts of Mr and Mrs C.

It's not possible to determine exactly what went wrong when the engineer made the first visit to the property. But the tenant wasn't aware they'd been knocking or ringing the bell even though they were waiting for a visit. The engineer left without gaining access. And that created further delays while Mr and Mrs C repeatedly contacted British Gas to try and get an urgent response for their tenant.

They also had to chase for the safety test to be completed despite receiving a letter from British Gas suggesting they were responsible for the delay. And it took further calls to finally receive the certificate in March the following year. Mr and Mrs C say they also had to chase British Gas for a refund of the heater cost.

Based on everything I've seen I can't say the time taken to complete the repairs was unreasonable in the circumstances. The terms and conditions state repairs or visits should be carried out within a reasonable time unless something beyond its control makes that impossible. The boiler broke during a busy period of cold weather for British Gas' engineers. And it required two visits to resolve the problem.

But the cold weather caused Mr and Mrs C considerable concern for their tenant. And the 19-day repair timescale was only achieved because of their continued efforts. If they'd accepted British Gas' original appointment of 27 December their tenant would've likely spent a miserable and cold Christmas during nearly a whole month without heating or hot water.

Putting things right

I think Mr and Mrs C should be compensated for the trouble they've been put through. I can see our investigator has suggested £100 compensation. And I think that's a fair and reasonable amount in the circumstances.

My final decision

My final decision is to uphold this complaint. British Gas Insurance Limited should put things right by paying Mr and Mrs C £100 compensation for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 22 December 2020.

Andrew Mason
Ombudsman