

The complaint

Mr R has complained about the failure of British Gas Insurance Limited (BG) to undertake a repair in a timely manner.

What happened

Mr R had a HomeCare 400 policy with BG that covered him for a number of services including the repair of gas appliances. This provided cover for a gas fire he had. In November 2020, the gas fire developed a fault and he called BG to fix it. BG initially told him his fire wasn't covered because its records showed that in March 2020, when his policy was coming up for renewal, he'd asked that Gas Appliance cover and Kitchen Appliance cover be removed from his policy so as to keep the premium down. Mr R says he doesn't remember doing this.

BG agreed to repair his fire, but required him to pay £109 to reinstate his Gas Appliance cover. Mr R paid this. BG came to do a repair on 28 October, but it didn't last. Mr R tried to make another appointment for a BG engineer to visit, but BG told him that an engineer wouldn't be available until 23 November.

Mr R wasn't satisfied with this, so BG said that he could use an independent engineer to undertake the repair and BG would reimburse him the cost of this. It also agreed to pay him compensation of £54.50, which was half of what he'd had to pay BG to reinstate cover for gas appliances.

Mr R's complaint is that BG should've offered a repair within a reasonable time, and that three to four weeks wasn't reasonable. He doesn't consider BG's offer to allow him to source his own engineer to do the repair to be acceptable. He doesn't consider that BG's terms and conditions are fair and equitable. He believes he should get the service he paid for from BG, and which he says BG failed to provide.

As Mr R wasn't satisfied with BG's response to his complaint, he brought it to this service. Our investigator's view was that BG had followed their terms and conditions by giving Mr R an alternative date and the option of a third party repairing his gas fire. He considered that BG had acted fairly and reasonably in the circumstances of Mr R's complaint.

Mr R doesn't agree with our investigator's view, and has asked that his complaint be considered by an ombudsman, so it's been referred to me to make 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 R's complaint and I'll explain why.

I've seen BG's records which indicate that in March 2020 Mr R contacted it and asked that Gas Appliance cover and Kitchen Appliance cover be removed, and as a consequence a

reduction was made to his premium. A renewal notice confirming his reduced cover was sent to him on 3 March 2020 for the policy year starting on 4 April 2020. Mr R didn't contact BG to say that this was wrong. I've no reason to doubt BG's records that the reduction in cover was at Mr R's request. I therefore consider that BG acted reasonably in pointing out to Mr R in October that if he wanted his gas fire repaired he'd have to pay to reinstate his Gas Appliance cover.

As to the long wait for an engineer to be available to come and undertake another repair to Mr R's gas fire, BG has explained that when booking appointments it takes into account a number of factors, such as other heating sources available to its customer, customer vulnerabilities, and emergencies. Appointments are then prioritised accordingly. It's said that Mr R had an alternative source of heating. It also says that if it's unable to provide an appointment within a reasonable timescale it looks at alternative arrangements such as inviting its customer to source their own engineer, or providing heaters. In Mr R's case, this is what it did.

I consider that a wait of three to four weeks for an appointment may be acceptable in some circumstances but not in others, and that prioritisation of some customers can lead to delays for others. But in Mr R's case, rather than requiring him to wait for this period of time, BG in my view acted fairly and reasonably in allowing him to accelerate a repair by finding his own engineer, who it would pay.

I don't consider this to be a case of BG "opting out" of its agreement with Mr R. It wasn't avoiding its responsibilities under Mr R's contract. It was providing a route by which this repair could be achieved more quickly, which I think was fair in the circumstances. I acknowledge that Mr R was inconvenienced by this as it required him to source another engineer. But BG has provided him with compensation of £54.50 and I think this is reasonable in the circumstances.

My final decision

For the reasons I've given above, I'm not upholding Mr R's complaint and I don't require British Gas Insurance Limited to do anything other than to pay him £54.50 unless it has already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 3 February 2021.

Nigel Bremner
Ombudsman