

The complaint

Mr R complains that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

What happened

Where I refer to British Gas, I refer to the insurance company of that name and I include engineers and others insofar as I hold that company responsible for their actions.

From many years, Mr R had a British Gas HomeCare policy. We categorise that as a home emergency policy although it covers an annual service and most repairs whether or not there is an emergency.

For the year from June 2020, Mr R was paying the annual premium of about £340.00 by monthly instalments.

On 2 September 2020, Mr R had no hot water or heating. British Gas said it couldn't visit until 11 September 2020. Mr R didn't want to wait for such an appointment. He got a local company to attend instead.

Mr R cancelled his policy with British Gas. It refunded part of an instalment - about £16.00.

On 4 October 2020 Mr R complained to British Gas. It wrote a final response dated 5 October 2020 declining his complaint.

Unhappy with that, Mr R brought his complaint to us in late October 2020. He thought that British Gas hadn't fulfilled the contract and should refund more of his instalment payments.

Our investigator recommended that the complaint should be upheld in part. He didn't think that it was reasonable for British Gas to expect Mr R to stay without heating and hot water for around 10 days. The investigator recommended that British Gas should pay Mr R £100.00 compensation for the distress and inconvenience caused to him.

Mr R agreed with the investigator's opinion.

British Gas disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that:

- Its workload is monitored daily, and priority is always given to more vulnerable customers who have no heating/hot water.
- Its policy terms include the following:
 - **“Reasonable timescales** - *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...*

- **Cash in lieu**
*We won't offer you cash instead of carrying out an **annual service, repairs or replacements**"*

- The local company repaired his central heating system the following day, therefore the distress and inconvenience caused to Mr R was minimal.
- £100.00 isn't warranted in this case.

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 British Gas work history says that Mr R's boiler dated from 1997 and British Gas had insured it for about a decade.

I'm familiar with the more recent versions of the British Gas policy terms including the terms quoted above.

From its records, I see that British Gas did an annual service visit to Mr R in July 2020. So he had had the benefit of that.

I accept that British Gas prioritises vulnerable customers. Mr R didn't claim to be in that category.

However, he was without central heating and hot water on 2 September 2020. I don't accept that the proposed visit by British Gas on 11 September would've been within a reasonable time in those circumstances. And British Gas hasn't given enough detail to show that something beyond its control was making it impossible for it to visit within a reasonable time.

So I find that British Gas didn't respond as Mr R was entitled to expect.

Mr R has told us that the local company diagnosed and replaced a faulty pump. He has told us the local company upgraded his central heating system. I haven't seen any invoice or anything else in writing from the local company.

So I can't say whether the local company did a repair that British Gas should've done. And I don't find it fair and reasonable to direct British Gas to contribute towards what the local company charged Mr R.

Putting things right

However, British Gas caused Mr R disappointment at its response time. British Gas also caused him the inconvenience of having to identify and call the local company.

For those reasons I agree with the investigator that £100.00 is fair and reasonable compensation for distress and inconvenience in Mr R's case.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mr R £100.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 2 March 2021.

Christopher Gilbert
Ombudsman