

The complaint

Mr R complains about British Gas Services Limited (BGS) and the length of time it took them to repair a fault to the heating system of his rental property.

What happened

Mr R owned a property which he let out to tenants. He took out an insurance policy with BGS to cover this property.

On 2 December 2019, Mr R contacted BGS to make a claim on the policy as the radiators in two of the rooms had stopped working. BGS initially arranged for an engineer to attend on 10 December. But on 6 December, BGS told Mr R they needed to reschedule the appointment due to a high number of emergency calls. So, the appointment was rescheduled for the 16 December.

An engineer attended the property on that date, and completed the work needed to restore heating to the two rooms that had been affected. But Mr R was unhappy with how long it had taken BGS to fix the issue, so he raised a complaint.

Mr R didn't think the two weeks it took BGS to fix the issue was a reasonable time frame. He explained his tenants were unhappy they'd been left without heating and had threatened to make a complaint to the housing department. To prevent this, Mr R had compensated the tenants £125. So, he thought BGS should cover this amount.

BGS acknowledged the length of time it had taken to fix the issue at Mr R's rental property. But they explained this was due to increased demand of emergency calls at that time. They explained as Mr R's property still had hot water and central heating in most of the rooms, they prioritised other claims where these facilities weren't available at all. They offered Mr R £50 as a gesture of good will, to acknowledge the delays he encountered and the frustration it would've caused. But they didn't think they needed to offer anything more. Mr R remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn't uphold it. She acknowledged the frustration that Mr R would've been caused when the original appointment was rescheduled. But she thought BGS had acted fairly, and in line with the terms of the policy, by making Mr R aware beforehand. And she thought BGS had acted fairly by prioritising other claims as Mr R's tenants still had access to hot water and central heating in most of the property. That being said, she recognised the claim had been delayed but thought the £50 BGS offered was a fair one. So, she didn't think BGS needed to do anything more.

Mr R didn't agree. He maintained his view that two weeks from the date of the initial claim wasn't a reasonable time frame for the repair. He didn't think it was fair for him to be left out of pocket because BGS were understaffed, which he speculated they did to maximise profits. So, he wanted BGS to cover the cost of the £125 he paid to his tenants. As Mr R didn't agree, the complaint has been passed to me for a 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact the complaint has had on Mr R. I can appreciate he took out the policy with BGS to reduce the stress and financial cost a situation like this would have. And I recognise, due to the length of time it took for an engineer to attend the property, Mr R had to handle a complaint from his tenants which led to him choosing to compensate them directly. Mr R feels if the engineer had attended sooner this could've been avoided, and I can understand why he thinks this.

But for me to say BGS should cover the cost of what Mr R paid to his tenants, or for BGS to increase the offer they've already provided, I'd need to be satisfied they failed to work in line with the terms of the policy Mr R held. Or, if they did work within the terms of the policy, that it was unfair for BGS to do so. And in this situation, I don't think that's the case.

I've seen the terms and conditions of the policy Mr R held, which provides BGS's definition of reasonable timescales. It explains *"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 R feels this term is purposefully vague and doesn't think the two weeks is reasonable. So, I've thought about whether I agree.

Mr R made his claim in December, when the weather is much colder. BGS have explained at the time Mr R made his claim, they were receiving a high volume of emergency calls. I think this is reasonable to expect considering the time of year and the additional stress placed on heating systems that need to be used for longer, so I don't doubt this was the case. And they took the decision to prioritise claims where customers had no heating or hot water available.

As Mr R's tenants had access to hot water, and heating in the rooms other than the two where the radiators weren't working, they didn't feel this claim required prioritisation. I think this was a reasonable decision for BGS to make as other customers were in more difficult situations, where there was a more significant threat to their health. While I can appreciate it was inconvenient for Mr R's tenants, they still had access to heating and hot water in the majority of their rooms. So, I think they were able to cope with this situation for longer, with significantly less risk than those who had no heating and hot water altogether.

So, I don't think I can say BGS's decision to reschedule Mr R's appointment was unfair. And I think they acted in line with the terms and conditions of the policy by making Mr R aware beforehand as well as providing another appointment date. And an engineer attended the property on the rearranged date and fixed the issue.

I appreciate Mr R doesn't think this was done in a reasonable amount of time. But considering the time of year, and the explanation for the delay provided by BGS, I think it was. And I can also appreciate Mr R's concerns about the staffing level arranged by BGS, and his belief this is calculated to maximise profits. But staffing levels are a business decision made by BGS, and this isn't something we consider at the service. Any issues surrounding business processes are monitored and investigated by the Financial Conduct Authority (FCA), who regulate the industry.

But even so, I can see BGS have offered Mr R £50 as a gesture of goodwill, to recognise the fact an appointment was rescheduled and the inconvenience this would've caused him. I think this offer is a fair one, and it's Mr R's decision whether he wishes to accept this. So, I don't think BGS need to do anything more.

I understand this isn't the outcome Mr R was hoping for. And I do recognise this doesn't help him cover the £125 he compensated his tenants after they complained about the situation. But this offer of compensation was Mr R's own decision, and it isn't something that is covered by the terms and conditions of the insurance policy he holds. As I don't think BGS acted unreasonably, I can't fairly say they should be responsible for the cost Mr R incurred.

My final decision

For the reasons outlined above, I don't uphold Mr R's complaint about British Gas Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 8 June 2021.

Josh Haskey
Ombudsman