

The complaint

Mr and Mrs S complained that their repair was delayed under their home emergency policy with British Gas Insurance Limited (BG).

What happened

Mr and Mrs S said they contacted BG, informing it their boiler had broken down and they had no heating or hot water. They said BG was aware of their vulnerability but was unable to provide an appointment within a reasonable timeframe. It wasn't possible for BG to send an engineer earlier as BG had resource issues due to industrial action, which was compounded by Covid-19.

Mr and Mrs S said the advisor provided two alternative telephone numbers for them to call to arrange an emergency appointment for an alternative third-party tradesman to visit. Mr and Mrs S tried calling the numbers provided, but no one responded to them. One of these numbers was with a well-known organisation which connects people with local tradesmen.

Mr and Mrs S said it was cold, so they purchased two electric heaters costing £24.99 each and had to sit under duvets to try and stay warm. They said they were cold and they both felt unwell for two weeks afterwards.

Mr and Mrs S's son intervened to make sure his parents weren't left without heating and hot water. He arranged for a third-party engineer to fix the boiler. Mr and Mrs S complained as they thought they had been left without heating or hot water for a significant number of days unnecessarily.

BG apologised, repaid Mr and Mrs S for the costs of the third-party engineer and offered £30 in compensation. This was challenged by Mr and Mrs S, so BG increased the compensation to £300, which it said included the costs for the two heaters that Mr and Mrs S purchased.

Our investigator decided not to uphold the complaint, as she thought BG had been fair and reasonable by covering the cost of the third-party repairs and offering £300 compensation for the distress and inconvenience of Mr and Mrs S sourcing their own tradesman. Mr and Mrs S didn't think the compensation was fair, so the case has been referred to 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 can appreciate that Mr and Mrs S have genuinely experienced some hardship with the delay in getting their boiler fixed during the cold weather. However, I agree with the investigator's decision, I think BG has acted fairly. It has accepted responsibility for what has happened and it has apologised. I think it has offered fair compensation for what has happened. So, I won't be upholding this complaint. I know Mr and Mrs S may be disappointed with this decision, but I'll explain why I have reached this conclusion.

I have considered what Mr and Mrs S's policy says for the expected turnaround time for

repairs. There is no turnaround time defined. The policy 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”.

I think there were factors that impacted on BG’s ability to attend the repair. BG explained the reasons for this. It would’ve been a busy period anyway for BG during the Winter months which it should be ready for, but there was an additional impact of industrial action and Covid-19. I think BG has reasonably argued it was a particularly demanding period for them resource wise and I don’t think this was all within their own control. As BG has acted in line with its terms and conditions, I don’t think it has been unreasonable.

I have also considered what other actions BG has taken given Mr and Mrs S’s vulnerable circumstances. BG has said “we did offer our winter contingency, whereby we will cover the cost of repair if a 3rd party is engaged to complete the repair. We also provided the contact details of [a third-party organisation who connects customers with local tradesmen]”.

I think BG has been fair in trying to provide an alternative solution to Mr and Mrs S to get the repair done as soon as possible by saying it will cover the cost of a third party to carry out the work. It also provided a contact number for what it believed to be a reliable service who could provide the repair. BG has honoured its “winter contingency” by paying Mr and Mrs S for the repairs carried out by the third party. I think BG has been fair by invoking its winter contingency and paying the costs of the third-party repair.

Mr and Mrs S were without the use of their boiler for some time, which led them to been left in cold conditions. BG said: “I am sorry that you were not advised or assisted in engaging a third-party to attend”. BG has acknowledged with Mr and Mrs S’s vulnerable circumstances it should have taken on more responsibility and arranged the appointment with a third-party tradesman on Mr and Mrs S’s behalf to fix the boiler. It has offered £300 compensation for this failing which includes the cost of the heaters that were purchased by Mr and Mrs S. BG has also said “there is no guarantee that, had BG attended, the repair would have been completed any sooner”.

I think BG’s compensation is fair in the circumstances. I think if Mr and Mrs S’s policy had said a repair would be completed in 24 hours, then there would be a greater argument for higher compensation. However, it didn’t. As BG had resource issues, it invoked its winter contingency which seems a reasonable action in the circumstances. As BG have acknowledged, it could have helped Mr and Mrs S more by arranging the appointment with the third-party tradesman. But, I think the compensation BG has offered is fair for the distress and inconvenience caused by Mr and Mrs S having to source their own tradesman, so, I won’t be upholding this complaint.

My final decision

My final decision is that I don’t uphold this complaint, I think British Gas Insurance Limited has fairly dealt with this complaint. I don’t require British Gas Insurance Limited to do anything else.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr S and Mrs S to accept or reject my decision before 26 July 2021.

Pete Averill
Ombudsman