

The complaint

Mrs M's complaint is about the handling of a claim under her central heating insurance policy with British Gas Insurance Limited.

What happened

On 10 April 2021, Mrs M reported a claim to British Gas as she had no hot water and the radiators were dangerously hot. However, British Gas told her its engineers were striking and so it could not attend to fix the boiler until May 2021. British Gas therefore told Mrs M she could arrange a gas-safe engineer of her own and it would reimburse the costs.

Mrs M was not happy about this. She says she had been told that she would be prioritised in the event of any claim, due to her daughter's additional needs; and if British Gas is unable to provide the service she is paying for (and a dispute between it and its engineers is not her concern) then it should provide an alternative. Mrs M are also unhappy that British Gas had written to her, instead of using email which is what she had asked for in a previous complaint. After she complained, British Gas arranged to attend to look at the boiler on 15 April 2021. I understand the boiler was repaired on that day.

One of our investigators looked into the matter, he did not recommend that it be upheld as he was satisfied British Gas had acted reasonably in dealing with the claim. The investigator also explained that we are unable to investigate the complaint about Mrs M having received letters by post instead of email, after an agreement that British Gas would communicate by email only. This is because the letters she says she received were from the gas supplier about the gas and electricity tariff and not from British Gas Insurance Limited. Although it is part of the same business group, they are separate legal entities and we have no jurisdiction over the gas supplier.

Mrs M does not accept the investigator's assessment, so the matter has been passed to me. She has made a number of points in response, which I've summarised below:

- She was not told of the reason for the delay in attending in the initial claim call. It was only after further lengthy attempts to make contact that she was told of the industrial action and that she should have received a letter informing her of the same.
- Even if the industrial action was out of British Gas's control, it should have provided an alternative service, as it was still taking her premiums.
- She was not assured she would be reimbursed any costs she incurred in getting the boiler repaired, she was only told that she could try and get the costs back. The representative that she spoke to was vague and did not commit to saying she would be reimbursed and she no record of their name. If this was a serious commitment, why was it not confirmed to her in writing?
- She should have been informed in writing that industrial action was taking place and that if she needed to claim during that period, she should instruct her own engineer and would be reimbursed. British Gas did not do this.
- The only reason she was able to get the appointment in the end was via a special number provided to them by a disability support organization.

Mrs M has also complained about the automatic renewal of the policy and the price of it, but these matters are being dealt with under a separate complaint. I am only addressing the handling of this claim.

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 policy that Mrs M holds provides that claims will be dealt with 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.*" This is not defined and what is a reasonable time in some situations may not be reasonable in another. Mr and Mrs M had no hot water and problems with their heating, so this did need to be dealt with relatively promptly. However, while I can see the force of Mrs M's argument that an industrial dispute should not impact on customers, I agree that it was an exceptional situation and out of British Gas's control.

Mrs M says that an alternative service should have been provided and customers should have been informed in writing that they could employ their own engineers and would be reimbursed in the event of a claim. I am not persuaded this would be a reasonable expectation, given the availability of engineers would presumably vary considerably between areas. In any case, I can only consider how this affected Mrs M.

British Gas's contemporaneous note of the phone call with Mrs M on the morning of 10 April 2021 records that Mrs M was told she could arrange her own engineer to attend as soon as possible. The record also shows that Mrs M queried if she would definitely be reimbursed for any costs incurred in having the boiler repaired herself and she was assured that as long as she used a 'gas safe' registered engineer, she would be reimbursed on receipt of the invoice. So while Mrs M was entitled to expect British Gas to attend, this was a reasonable proposal and would have saved the need to wait for the repairs. Mrs M says she didn't want to take this route, as she didn't have confirmation of this in writing but she had been assured the costs would be reimbursed. In the end, British Gas attended and repaired the boiler five days later. Overall, given the circumstances, I do not consider this to be unreasonable and I do not think British Gas did anything wrong.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 1 October 2021.

Harriet McCarthy
Ombudsman