

The complaint

Mr J has complained about the service he received from British Gas Insurance Limited (BG) when he made a claim under his HomeCare policy.

What happened

The facts of this case are known to both parties and have been set out by our investigator in her view of Mr J's complaint.

Briefly stated, on 2 May 2021, Mr J's carbon monoxide alarm went off. He contacted his local gas network who initially attended. A BG engineer attended on 3 May 2021 and found that the boiler door needed to be replaced as a hinge was missing. He considered that the boiler was unsafe and turned it off.

A replacement boiler door wasn't available until 18 May. Mr J and his family were therefore without heating and hot water for 16 days and had to boil kettles and use a bucket for washing. Mr J also had a health condition at the time that would have been alleviated by hot baths, which he couldn't have. This was also over period of unseasonably cold weather but they were advised to keep windows open because of the carbon monoxide risk. The only heating the family had was a fan heater which BG provided.

When Mr J complained to BG about the length of time for which they were without heating and hot water, BG's response was that the replacement boiler door was out of stock and had to be ordered, and that Mr J had been advised that there would be a delay. As a gesture of goodwill, BG agreed not to charge Mr J £29.99 for the replacement carbon monoxide detector it provided. He was required to pay the policy excess of £99.

Mr J wasn't happy with BG's response to his complaint and brought it to this service. Our investigator's view was that BG should pay Mr J £250 to compensate for the stress and inconvenience he and his family suffered over a period of more than two weeks.

BG doesn't agree with our investigator's view. It says that it can't fix a boiler if it can't get the necessary part, and that the delay was beyond its control. It's asked that an ombudsman consider the complaint, so it's been referred to me for a final decision from this service.

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 going to uphold Mr J's complaint and I'll explain why.

I've looked at the HomeCare policy document. It doesn't provide a timescale for repairs but 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."

So I need to consider whether 18 days was a reasonable time for Mr J to have to wait for the repair to his boiler to be completed so he could have heating and hot water again.

I think that what is reasonable depends on the circumstances of each case. Mr J's circumstances were that his is a household of three people including a child. They were left without heating (other than an electric fan heater for a four bedroom house) and hot water, and had to boil kettles and use a bucket to wash. I consider that the inconvenience to the family was considerable, and Mr J has provided evidence of a health condition which could have been alleviated by hot baths. I don't consider that a repair for which they had to wait 18 days is a repair within a reasonable time in these circumstances.

I also have to consider BG's explanation, and whether the delay was outside its control. BG hasn't provided any information about the attempts it made to source the necessary part. I've looked online and there are numerous suppliers of parts for the make and range of boiler that Mr J has. I'm not satisfied that BG had no control over how long it took to source the required part. It was aware of the fact that Mr J and his family would be without heating and hot water until it had.

My decision is therefore that BG should compensate Mr J for the significant inconvenience he and his family suffered for an unreasonably long period of time. They were reliant upon BG to fix the boiler, whereas I think it reasonable to assume that BG has options when it comes to sourcing spare parts. I don't consider that it is reasonable for BG to simply say it wasn't at fault. Nor were Mr J and his family.

I'm therefore agreeing with our investigator that BG should pay compensation to Mr J for the inconvenience he and his family suffered, and I agree that £250 is a reasonable sum in the circumstances.

Mr J also raised further complaints about rudeness by BG's engineer and discrimination by BG, the lack of a call back from a BG manager, and the fact that BG continued to contact him after he'd brought his complaint to this service. In relation to these, I consider these have been correctly addressed by our investigator and I share her view.

My final decision

For the reasons I've given above, I'm upholding Mr J's complaint and I require British Gas Insurance Limited to pay him £250 compensation. I also require it to reimburse £29.99 to Mr J for the replacement carbon monoxide detector if Mr J was charged for this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 17 November 2021.

Nigel Bremner
Ombudsman