

The complaint

Mr H has complained about the service he received from British Gas Insurance Limited (BG) under his HomeCare policy when he contacted it about a problem with his hot water.

References in this decision to BG include references to its agents and contractors.

What happened

In January 2021, Mr H noticed a fault with his hot water system. Hot water was being sent to his cylinder all the time the central heating was on, and, due to the cold weather, the central heating was on a lot. His hot water was therefore extremely hot. He contacted BG and was given an appointment on 10 February 2021, some six weeks later. On the evening of 9 February, BG contacted Mr H to say his appointment had been cancelled and had been re-booked for 16 February.

Mr H was very unhappy with BG's delay in coming to address his problem as he was concerned about the effect the constant high temperature might have on his copper cylinder and the potential damage and injury that might occur if the cylinder failed. He says he was told he'd receive a call back from a manager within 24 hours, but he didn't receive a call.

On the evening of 11 February Mr H noticed that the cylinder was leaking from its base. He switched off the heating and ran off all the hot water and phoned BG. An electrical engineer and then a heating engineer attended the same evening and managed to drain off the cylinder. This left Mr H with no heating. Another engineer came the following morning to measure the cylinder and to collect a new one. A new cylinder was delivered and fitted, and a new 3-way valve, which was the cause of the problem, was also fitted.

Mr H was unhappy that once he'd reported that his cylinder was leaking, he'd had six different engineers in his home in less than 24 hours. This was at a time when he and his wife, who are both vulnerable due to their age, were supposed to be maintaining social distancing because of Covid 19 concerns. Mr H says they felt very unsafe. BG did not offer any follow up or apology other than an apology in a letter of 22 March for having missed the appointment scheduled for 10 February and offering Mr H £20 compensation. Mr H responded to explain that he'd had to have the ceiling below the water cylinder redecorated due to water staining, but this wasn't acknowledged.

Mr H says he hasn't suffered financially apart from the cost of paint for his ceiling. But he says he and his wife experienced considerable upset due to their concern about the dangerous situation posed by their cylinder, the cold they experienced, and the number of people entering their home when the COVID - 19 pandemic was increasing their vulnerability. He says he wants a proper response from BG and for it to listen to him, and more realistic compensation than the £20 BG has offered him.

In its response letter of 22 March, BG agreed with Mr H's complaint about the level of service he'd received. It offered him £20 compensation for the inconvenience caused by the missed appointment and for the delay in responding to his complaint.

In addressing the level of compensation, BG has said that whilst the problem with the hot water temperature did need to be addressed, it wasn't considered to be an emergency given that Mr H had heat and hot water, and priority was being given at that time to vulnerable people who didn't. Its view was that Mr H could easily adapt to using his hot water in a safe way. When a leak from the cylinder was reported on 11 February, it had attended almost immediately. It explained that given the nature of the fault, it wasn't possible to establish the exact cause of the leak over the phone and it is sometimes necessary for engineers with different specialisations to attend. An installations team was needed to replace the cylinder, and an engineer had to fix the faulty valve.

BG's view is that the 3-way valve sticking and the cylinder leak were unrelated and that the valve sticking wouldn't cause a cylinder to leak. Mr H, who has some experience in this area, doesn't agree and attributes the leak to the effect of constant high temperature on his 20-year-old copper cylinder.

BG says that the missed appointment on 10 February was due to the pressure on work schedules due to engineer industrial action and the COVID – 19 pandemic and government-imposed restrictions, namely the enforced isolation of engineers with COVID - 19 symptoms. This affected the scheduling of non-essential work.

As Mr H wasn't satisfied with the £20 compensation offered by BG, or that BG had satisfactorily addressed his complaint, he brought it to this service. Our investigator's view was that BG hadn't acted unfairly. Mr H doesn't agree with our investigator's view and has asked that his complaint be referred to an ombudsman for a final response 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 not going to uphold Mr H's complaint and I'll explain why.

BG didn't treat Mr H's hot water problem as an emergency. I don't think that was unreasonable. He continued to have hot water and heating. I think it's reasonable for BG to prioritise its vulnerable customers who don't have heating and hot water, particularly at a very cold time of year. I therefore don't consider that BG has acted unfairly or unreasonably in not scheduling an appointment sooner than it did.

With regard to the cancelled appointment on 10 February, I do accept that this was poor service, but so does BG, and it has offered £20 compensation for this. This figure is in line with the size of award that this service might require a business to pay in such circumstances, so I don't consider it to be unreasonable.

Turning to the events following Mr H's report of a leak, I consider that BG acted very promptly here. Two engineers with different skills attended the same evening to address the problem, and further engineers attended the following day to fulfil the various tasks that needed to be done to replace the old cylinder, repair the faulty valve, and restore Mr and Mrs H's heating and hot water. So the whole problem was resolved within 24 hours.

I can appreciate that the many engineers coming and going from their home at a time when Mr and Mrs H were trying to maintain social distancing for their own protection would've been very upsetting for them. On the other hand, BG was doing all that was necessary to restore Mr and Mrs H's heating and hot water as quickly as possible. I don't consider that in these circumstances BG has done anything wrong or acted unfairly or unreasonably. The

alternative might have been a repair spread over a number of days which I expect would have caused greater upset and inconvenience.

Finally, I should also address that part of Mr H's complaint that relates to BG's response to his complaint. As our investigator has said, this service doesn't have the jurisdiction to consider complaints about complaint handling because any such complaint isn't about a financial service. So unfortunately I'm therefore unable to address Mr H's complaint about how his complaint has been dealt with.

My final decision

For the reasons I've given above, I'm not going to uphold Mr H's complaint and I'm not going to ask British Gas Insurance Limited to do anything other than to pay Mr H the £20 it offered him if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 21 December 2021.

Nigel Bremner
Ombudsman