

The complaint

Mr E complains about the poor level of service he received from British Gas Insurance Limited (BG) under his home emergency policy.

What happened

Mr E contacted BG online and booked an appointment on 3 November 2020, as his heating stopped. That appointment was cancelled but re-scheduled for 7 November 2020, when the engineer arrived, and an assessment of the repairs were made. On 9 November 2020 an engineer returned, and a power flush was carried out.

The power flush initially appeared to resolve the issue but in December 2020, Mr E contacted BG again to report the same fault. Another appointment was arranged for the earliest time on 8 January 2021, but this was rescheduled to 21 January 2021, which was then cancelled.

A new appointment was fixed for 23 January 2021 and the engineer fitted a new pump and advised a power flush. Over the course of several days in February, various BG engineers carried out several repairs such as replacing pipework, replacing a filter, draining the system and carrying out a power flush. Mr E said that during this time, he lost hot water, but that was resolved.

The power flush didn't resolve the issue and BG recommended another power flush with stronger chemicals to be used and another appointment was booked for 3 March 2021. This had to be rearranged to 10 March (where the chemicals were added in the system) with the actual power flush being carried out on 17 March 2021, which fixed the problem.

Mr E raised a complaint with BG due to the number of failed/rescheduled appointments. He said that he had to purchase temporary heaters to heat his home given his and his wife's ages and health concerns. He also said that he was unable to provide respite care for foster children, given the loss of the facilities. Therefore, he had lost income.

BG offered compensation of £100 and to reimburse the cost of the heaters (if proof of purchase was provided). Mr E didn't accept this offer as he said that £1,000 compensation was reasonable for the trouble and upset caused. In its final response, BG again accepted that there were poor service issues and offered £250 compensation. Mr E wasn't happy and referred a complaint to our service.

One of our investigators considered the complaint and didn't think it should be upheld. She said that BG took time to resolve the issues with his system, which could've been completed sooner, had the appointments not been rescheduled. But it recognised its failings and offered £250 compensation, which she thought was fair and reasonable.

She also said that had Mr E provided invoices for the heaters he said he had to buy, then BG would've refunded the cost. But as he hadn't done so it was reasonable for BG not to reimburse without the proof of purchase.

As to the respite care, her view was that payment made for this was for expenses and not income. In any event, as Mr E had said he was shielding, this would've prevented him from offering such care. So, there was nothing further she could reasonably ask BG to do.

BG accepted the view, Mr E did not. He said that he had an insurance policy that had failed to deliver as BG had constantly let him down. He felt that this warranted higher compensation and so asked for a decision from 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.

Having done so, I won't uphold this complaint. My findings are broadly the same as our investigator, which I expect Mr E will be disappointed with, but I will explain why I think this is fair.

Mr E had a home emergency policy that covered his boiler, plumbing, central heating system, drains and electrics. The main issue of this complaint is whether Mr E's policy had failed to deliver and whether this warranted the higher level of compensation Mr E sought.

BG accepted that its customer service fell well below its usual standards and indeed the standards it normally adhered to in the terms and conditions of the policy that Mr E had. For this recognition, it offered £250 compensation for the trouble and upset it caused.

BG said that the reason why some of the appointments had to be rescheduled was due to the industrial actions of its engineers, which meant that this was out of its control. Having considered the general conditions of the policy, it provides: *'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'*. Although I understand how frustrating the rescheduled appointments would've been, I can't say that this was in BG control and I can't agree that BG didn't do what it could, given the circumstances at the time.

Mr E also complains that BG ought to have resolved the issues with his heating and hot water sooner. I have no doubt that had the appointments not been rescheduled; BG would've been able to attend to Mr E's issues sooner. But Mr E hasn't provided any evidence to show that all the work BG carried out to resolve the issues wasn't required and no evidence to show that had a different repair solution been adopted by BG, it would've led to a quicker repair. So, I'm satisfied that the work carried out by BG was fair and reasonable.

Taking all this into consideration and that BG recognised its shortcomings, I think that the offer of £250 compensation for the trouble and upset caused, is fair and reasonable.

I have next considered the refund that Mr E seeks for the heaters that he purchased. BG has agreed to refund the purchase price of the heaters, provided Mr E send them an invoice to prove purchase. Mr E was asked to provide the invoice and has not provided this. In the circumstances, I don't think it's unreasonable for BG to ask for proof of purchase. Of course, once Mr E provides the evidence, then as BG has indicated, it will refund.

Turning to Mr E's lost earnings. Mr E's home emergency policy doesn't give him cover for loss of earnings – that is, it's not something he's entitled to claim for under his contract of insurance. And I must also say any home emergency is going to involve a policy holder in some inconvenience including, almost inevitably, taking time off for an engineer to come in and put things right.

But Mr E said that during this period he was shielding and as such, I think that he wouldn't have been able to offer respite care. Further, I understand that payments for respite care are limited to expenses only, which can't be deemed an income. Consequently, I don't think Mr E has lost any earnings and I don't think it's fair or reasonable for BG to reimburse such costs.

Taking all the above into consideration, I don't think BG was unreasonable or unfair in its offer of £250 compensation for the trouble and upset it caused. And I won't be asking it to do anything further to resolve this complaint.

My final decision

For the reasons I explained, I think the offer of £250 compensation is fair and reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 29 December 2021.

Ayisha Savage
Ombudsman