

The complaint

Mrs W complains that British Gas Insurance Limited provided poor service after she made a claim on her HomeCare insurance policy.

What happened

Mrs W's policy covers her electrics. She contacted British Gas as there was no electricity to the sockets in her home. This meant Mr and Mrs W had no heating or hot water, and the food in their freezer was starting to defrost.

British Gas arranged for an engineer to attend on the same day Mrs W reported the problem. However, the engineer's van broke down, so the appointment was rescheduled for the next day. Mrs W was told the engineer would arrive by 9am.

The engineer didn't arrive by 9am. Mrs W was ultimately told that her appointment had been delayed due to an emergency, but the engineer would arrive by 10pm. British Gas says the engineer arrived at Mrs W's property at 10:34pm, but they were unable to gain access. So, the appointment was again rescheduled for the next day.

The engineer arrived the following day and restored power. However, a further appointment was needed to locate and repair the fault. British Gas says the full repair couldn't be carried out that same day as it was a big job and the engineer had other appointments. British Gas contacted Mrs W two days later, and it booked in the job. The repair went ahead ten days later, as planned. It took the engineer four and a half hours to locate and repair the fault.

Mrs W complained about the service she had received. British Gas upheld her complaint and offered her £200 compensation. British Gas accepted it had failed to attend as scheduled on several occasions; Mr and Mrs W had been left without power for three days; Mrs W had to make numerous calls to British Gas; and during some phone calls its staff had acted unprofessionally.

Mrs W declined British Gas' £200 compensation offer, and she brought her complaint to this service. One of our investigators thought £200 compensation was fair. Because Mrs W disagreed, the complaint has been passed to me to decide.

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 terms don't require British Gas to attend, or to complete a repair, within a specific timescale. But rather, the terms say:

- *"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."*

The terms don't define what a reasonable timescale is. However, one of the purposes of the policy is to provide assistance in an emergency. So, because Mrs W was without electricity, I would reasonably expect British Gas to send an engineer to her home as a priority.

British Gas had arranged for an engineer to attend on the day the claim was made. As such, I accept British Gas was treating Mrs W as a priority in the first instance, and the engineer's van breaking down was outside of its control.

However, I'm not persuaded British Gas made reasonable attempts to attend the property on day two. Mrs W was expecting an engineer by 10:00pm and no-one phoned or text to let her know the engineer was on the way, or that the engineer was struggling to gain access to the property. Mrs W also disputes an engineer called by at 10:34pm. Mrs W says she and Mr W were still up, and their dog would have also alerted them. Therefore, on balance, I'm not persuaded an engineer attended on day two.

In my view, given the purpose of the policy, being left without a visit for over two days when there's no electricity isn't reasonable. British Gas hasn't told us anything that leads me to believe the failed visit on day two was beyond its control, and at the very least, it has accepted it didn't arrive by the agreed 10pm timeframe on that day.

Mrs W complained that she lost food from her freezer, due to it defrosting. I accept that, had British Gas attended sooner, the food may not have been lost. However, I've accepted the failed visit on day one was outside of British Gas' control, and had British Gas attended at 10pm on day two, I understand the food would still have been lost. So, I'm not persuaded that I can reasonably hold British Gas responsible for the lost food.

As I understand it, the electricity was restored on day three, albeit the fault hadn't yet been identified and resolved. I can understand Mrs W's upset that it took nearly two weeks after the power had been restored, for the full repair to be completed. I understand that, in the interim, Mr and Mrs W were apprehensive about losing power again; so apart from their cooker, they didn't use major appliances, for fear this might cause a problem.

Mrs W has also noted she has mobility issues, and Mr W cares for her. In the circumstances, I accept being without electricity for nearly three days, and then living with uncertainty for a further two weeks, had an impact on them.

However, I'm not persuaded the timescale for the full repair was unreasonable. It follows that such an extensive job needed to be booked ahead; and given the power had been restored, the emergency had been dealt with. Furthermore, when making the full repair appointment, British Gas told Mrs W that if the power went again in the meantime, the matter would be treated as urgent. As such, whilst I can understand Mr and Mrs W's apprehension about losing power again, British Gas did reassure Mrs W it would attend if this happened.

Mrs W says, based on what she was told after the power was restored, she was expecting an engineer to attend within two days to complete the full repair, not that the full repair would simply be booked within two days for a future date. I accept there was some miscommunication here, which caused upset.

I understand Mrs W had to use a pay-as-you-go phone to make calls to British Gas, which cost £40. British Gas accounted for this cost when making its £200 offer.

Having considered Mrs W's submissions, I accept she was caused inconvenience and upset which British Gas is responsible for. To summarise, I'm persuaded it was unreasonable the initial visit didn't take place on day two; and I accept Mrs W suffered avoidable frustration and inconvenience by the various missed timeframes, miscommunication, poor service during calls, and by having to chase British Gas. I also accept it cost her £40 chasing British Gas.

However, I'm sorry to disappoint Mrs W, but *overall*, I consider £200 compensation to be a fair acknowledgment of the impact the situation had. I'm not persuaded I would have awarded significantly more, had British Gas not made this offer.

My final decision

For the reasons explained above, I uphold this complaint.

My final decision is British Gas Insurance Limited should pay Mrs W the £200 compensation it previously offered, if not yet paid. As outlined above, I consider this offer to be fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 4 February 2022.

Vince Martin
Ombudsman