

## **The complaint**

Mr R complains about British Gas Services Limited (“British Gas”) for delays in reimbursing the cost of repairs. Mr R wants British Gas to compensate him for his inconvenience and distress at having to chase reimbursement over several months.

## **What happened**

Mr R had boiler breakdown cover with British Gas. He renewed his policy in November 2020.

On 8 February 2021, Mr R’s boiler broke down, leaving his home without heating and hot water.

Mr R logged a call with British Gas at around 1pm. He was advised that there was currently industrial action taking place and no engineer could attend immediately. An appointment was booked for him for 11 February 2021.

The agent Mr R spoke to told him that he could source his own repairs and seek reimbursement.

Mr R spent the afternoon trying to contact local engineers. He was able to engage a contractor that evening and they repaired his boiler. They charged Mr R £348.

Mr R complained to British Gas and provided his invoice for reimbursement.

British Gas delayed in acknowledging the claim, and Mr R had to chase a response on multiple occasions.

British Gas wrote to Mr R in mid-April 2021, enclosing a cheque for reimbursement and offering him £50 as a goodwill gesture.

Mr R was not happy with this. He felt that the purpose of his boiler cover had been to give him confidence that he would be able to get repairs without hassle, yet he had spent a day contacting local plumbers and multiple occasions chasing reimbursement. He wanted to be refunded 3 months of his cover.

British Gas sent him its final response in late April. British Gas declined to increase its offer. Mr R contacted us.

Our investigator upheld his complaint. She felt that British Gas had provided a poor service and had caused Mr R inconvenience and distress. She did not consider that he had received no benefit from the cover as British Gas had paid for the repairs to his boiler (albeit after a delay). She thought that British Gas should increase its offer of compensation to £100.

British Gas did not accept that view and asked for an ombudsman decision.

## **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 have particularly borne in mind the terms and conditions and the conditions when Mr R's boiler broke. The terms state that British Gas will carry out repairs within a reasonable timescale, unless something beyond its control makes that impossible. British Gas argues that 3 days was reasonable, or in any event the industrial action was beyond British Gas's control. British Gas therefore thinks that the offer it has made is reasonable or in excess of its obligation.

Given the time of year, I do not think 3 days was reasonable. Mr R and his family were without both heating and hot water and should have been considered a priority. I appreciate that industrial action was not planned by British Gas, but I do not think it entirely outside of its control either.

I therefore think it was correct of the agent to advise Mr R to source his own repairs and to offer reimbursement. I am pleased that Mr R was able to arrange repairs on the same day, and that his time without heat and hot water was short.

Once British Gas had offered to reimburse the work, it should have done this within a reasonable time. I do not think that the time taken was reasonable, and I think that the delay added to Mr R's distress and inconvenience.

I therefore uphold Mr R's complaint.

Mr R feels that he ought to be refunded part of his premiums. I do not agree, as the reimbursement he has received is reflective of the cover providing benefit to him. I do, however, agree with the investigator that the £50 compensation offered is sufficient to reflect Mr R's upset and inconvenience.

Mr R was caused considerable disruption and inconvenience on 8 February 2021, but this was primarily due to the boiler breaking down, more than the response. I appreciate that he was inconvenienced by having to contact plumbers, but I think that this was offset by getting a prompt repair. If things had gone correctly, British Gas would have attended more quickly than 3 days, but may not have been able to attend on the same day.

I note that Mr R has had to make chasing calls for his reimbursement. I appreciate that this has been additional inconvenience to him and so I agree with the investigator's assessment that £100 compensation is appropriate.

I therefore agree with the investigator's view and uphold Mr R's complaint.

### **Putting things right**

In order to put matters right, British Gas must pay to Mr R £100 compensation, in addition to reimbursing his repair costs.

### **My final decision**

For the reasons given above, I uphold Mr R's complaint and direct British Gas Insurance Services Limited to pay to Mr R £100 compensation for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 15 February 2022.

Laura Garvin-Smith  
**Ombudsman**