

The complaint

Mr C complains about how British Gas Insurance Limited (“British Gas”) handled a claim under his home emergency cover.

What happened

Mr C has a Homecare policy with British Gas that provides cover for home emergencies, an annual service of a boiler and gas safety checks. The Homecare policy provides cover for a property Mr C rents to a tenant.

On 6 February 2021, Mr C’s tenant called British Gas as their boiler wasn’t working. The tenant was told that the next available date an engineer could visit the property was 16 February. British Gas told the tenant to ask Mr C to contact it so that it could explain its winter contingency measures that had been put in place due to covid rules and industrial action within British Gas.

Mr C rang British Gas on 12 February to discuss the matter and he was told that under the winter contingency measures he could organise his own repairer to fix the boiler and British Gas would reimburse him. Mr C was also told that British Gas would reimburse up to £50 for the purchase of a temporary heater. Mr C declined to take either of these options and made a complaint about British Gas’ service.

British Gas agreed with Mr C that its service was below what he would normally expect. It paid Mr C £50 as a gesture of goodwill for his inconvenience and said it was willing to discuss the amount paid if Mr C could provide more information. Mr C did not provide any further information so British Gas closed Mr C’s complaint.

Mr C remained unhappy with British Gas’ response and brought his complaint to this service. He is unhappy that British Gas didn’t provide him with the service he expected and he asks for a refund of his annual premium.

An investigator looked into Mr C’s complaint and said that he thought British Gas had acted fairly and reasonably. He said that Mr C’s Homecare policy included this information about appointments:

Visiting you

Reasonable timescales

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.

During epidemics or pandemics, we will adhere to Government guidelines concerning restriction of non-essential travel and may have to reschedule your repair or visit until such time as the restrictions have been eased.

He said that British Gas provided no set timescales for engineer’s visits and he thought that

seven working days was a reasonable length of time to wait. He also said that British Gas had acted fairly and reasonably by providing Mr C with other, quicker options that would have been reimbursed by British Gas so not leaving Mr C out of pocket. His view said that the £50 goodwill gesture was fair and he wouldn't ask British Gas to do anything more.

Mr C disagreed with our investigator's view and asked for his complaint to be escalated to an ombudsman. As Mr C didn't agree with the view, the complaint has been passed to me to make a final 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.

Having done so, I've decided to not uphold it, and I'll explain why.

Mr C's key issue seems to be whether the terms and conditions that British Gas operates under are fair and reasonable. I'm not able to comment on them being fair as they are approved by the Financial Conduct Authority. What I am able to decide is whether the business has followed the terms and conditions of policy and in Mr C's case, I think it has.

Mr C remains unhappy with British Gas' inability to provide him with service and I can see why, as he had paid a premium for its cover and at his time of need its service fell short. But I can also see that British Gas had already recognised that it had a shortfall in service delivery and provided its customers with other options, both of which meant that its customers shouldn't suffer a financial penalty.

When Mr C's tenant first reported the claim to British Gas, they were told about British Gas' contingency plans due to covid rules, industrial action and a surge in demand. British Gas also says it asked the tenant to ask Mr C to contact it.

I've not been able to listen to either of the calls as British Gas have deleted them. But I have read a summary of them, in which I understand Mr C had two options explained to him because British Gas weren't able to help him as quickly as he might like. Mr C declined both options, meaning that he chose to wait for British Gas to deal with the situation rather than seek potentially quicker assistance elsewhere, which British Gas said they would then reimburse so he wouldn't be out of pocket.

On balance, I think British Gas' goodwill payment of £50 for Mr C's inconvenience is fair and reasonable and I'm not going to ask it to pay more.

In his complaint, Mr C asks for a refund of his annual premium for the Homecare policy. British Gas provided Mr C with part of the service when it serviced Mr C's boiler and carried out gas safety checks in October 2020. British Gas also say that its service problems have now been fixed so Mr C's tenant was still benefiting from the cover provided under the policy. Because of these reasons, I don't think it's fair to ask British Gas to refund the premium.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 March 2022.

Richard Sowden
Ombudsman