

The complaint

Mrs R complains about her home emergency policy with British Gas Insurance Limited (British Gas). The complaint is about how British Gas responded to a problem with her boiler.

References to British Gas in this decision include their agents who provide services under the policy.

What happened

In March 2022 Mrs R had a problem with her boiler, following a lack of heating and hot water. She contacted British Gas, who arranged for an engineer to come out on the Monday. However, when they inspected the boiler, they said there was an intermittent fault with a part (a valve). But a replacement part would have to be ordered, so a further appointment was arranged for the following day. However, the engineer didn't arrive, so Mrs R contacted British Gas to find out what was happening. After several calls she was told an engineer would come out on the Friday morning (three days later).

But the engineer didn't arrive, so Mrs R contacted British Gas again. An engineer was sent out on the Friday afternoon, but didn't have the necessary part to fix the boiler. So, it was ordered for the following Monday. An engineer visited on the Monday and fixed the problem. However, a second engineer arrived while the first engineer was fixing the problem. Mrs R was unhappy at what had happened, as her husband had to take a day off and lost pay. So, she complained to British Gas about the service she'd received. In their final response British Gas apologised for the missed and rescheduled appointments and the inconvenience caused. They offered £50 in compensation.

Mrs R then complained to this service. She was unhappy at what had happened and the inconvenience she'd suffered from the missed appointments and the boiler not being fixed until a week after the original appointment. Her husband had to take time off and had lost pay. She didn't think the compensation offered by British Gas was enough for the inconvenience she (and her husband) had suffered. She wanted British Gas to pay £150 for her husband's lost pay as well as a further £50 in compensation.

When responding to this service's request for information about the complaint, British Gas said they sometimes had to cancel or rearrange appointments at times of high demand and to meet the needs of priority or vulnerable customers (and this was made clear in the policy terms and conditions). They also said the policy terms and conditions contained a general exclusion for compensating policyholders (or their relations) for any loss of earnings arising from something insured under the policy (which would include delayed, cancelled or rearranged appointments). And in Mrs R's case, the loss of earnings was for her husband – but Mrs R was the policyholder

Our investigator upheld Mrs R's complaint, concluding British gas hadn't acted fairly. Considering all the circumstances of the case, she didn't think the £50 offered by British Gas adequately compensated Mrs R for the impact on her of what had

happened. She accepted Mrs R's husband wasn't the policyholder (and our service doesn't usually award compensation for loss of earnings). However, there had been a lack of communication to keep Mrs R informed about what was happening about the appointments. And it wasn't clear why, on a subsequent visit, a part had to be ordered when the need for a part had been flagged in the first visit. And an unnecessary visit from a second engineer was made, which would have been frustrating for Mrs R. Taking all these factors into account, the investigator thought British Gas should pay a further £200 compensation in addition to the £50 it had awarded.

British Gas disagreed with the investigator's conclusions and requested an ombudsman review the complaint. They said the engineer on the subsequent visit identified the need for an additional part to that identified in the initial visit. So, it wasn't a failure on the part of the second engineer that a further part was needed – which in turn meant a further visit was necessary. In the circumstances, they didn't feel a further £200 in compensation (in addition to the £50 they'd awarded) was justified.

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.

My role here to decide whether British Gas has acted fairly towards Mrs R.

The key issue in Mrs R's complaint is she feels she's received poor customer service from British Gas when responding to the problem with her boiler. Appointments weren't kept (or rearranged) and she wasn't kept properly informed about what was happening. And parts had to be ordered in two of the visits. As a result, the boiler wasn't fixed until a week after the first visit. She's also unhappy at her husband losing a day's pay from having to take time off to be at home. She doesn't think the £50 offered by British Gas is sufficient

For their part, British Gas say they sometimes need to cancel or rearrange appointments, at short notice, to meet the needs of other priority customers, including vulnerable customers, particularly at times of high demand. They say this is made clear in the policy, as is the exclusion for compensation for loss of earnings where appointments are delayed, cancelled or rearranged. They also say the need for an additional part was identified from the second visit, so necessitating a third visit. Given these factors, they think their award of £50 is fair.

I've considered both views carefully, together with the evidence and information available about what happened. I've concluded British Gas should pay a total of £250 compensation for the distress and inconvenience Mrs R suffered from the incident. I'll set out why I've come to this view.

Looking at what happened, from the date of the first scheduled visit, I don't think it's unreasonable for the first engineer to have identified the fault with the boiler and that to fix it required a part that wasn't immediately available. So, a further visit would be needed once the part was available. However, it didn't take place and after Mrs R contacted British Gas it was rearranged for three days later. However, that was rearranged again after Mrs R followed up the missed appointment. I understand British Gas saying that additional parts can be identified, to those initially identified, but the impact was a further delay until the following Monday, when the boiler was fixed.

So, in total it meant a week between the first visit and the problem being resolved, with two cancelled, missed or rearranged appointments. I accept the point made by British Gas that balancing the needs of different customers, including vulnerable customers, as well as when demand is high, means appointments do need to be cancelled or rearranged, sometimes at

short notice. But from what Mrs R has told us, appointments were missed and she had to contact British Gas to find out why and arrange fresh appointments. So, I think British Gas didn't communicate with her as I would have expected. And the result was Mrs R was without a functioning boiler for that time, which would have been very inconvenient for her.

While Mrs R feels British Gas should compensate her for the lost pay of her husband, it's not something our service does, even with British Gas's point about the policy terms and conditions including a general exclusion for compensation for lost income.

Taking all these points into consideration, I think a total of £250 in compensation for distress and inconvenience would be fair and reasonable in the circumstances of this case. That is, a further £200 in addition to the £50 British Gas have awarded.

My final decision

For the reasons set out above, my final decision is that I uphold Mrs R's complaint. I require British Gas Insurance Limited to:

- Pay Mrs R a total of £250 for distress and inconvenience (or a further £200 if they've already paid the £50 they awarded Mrs R).

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell them Mrs R accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 1 December 2022.

Paul King
Ombudsman