

The complaint

Mr W complains about British Gas Insurance Limited's handling of his home emergency insurance claim.

References to British Gas include its agents.

What happened

In April 2022, Mr W made a claim under his home emergency policy with British Gas because there was a fault with his boiler. Around a week later an engineer attended his property and told Mr W that a part needed to be ordered before it could be fixed. Mr W was then told the part was out of stock.

Around four weeks later, Mr W made arrangements for the boiler to be fixed himself. British Gas agreed to settle the claim on receipt of the invoice. Mr W was unhappy that British Gas only paid him £80, when the invoice he provided was for £140. British Gas says this was due to a £60 excess.

Mr W complained to British Gas. He didn't think it was fair for it to have deducted the excess when he'd had to arrange the repairs himself. He also felt he should be reimbursed £150 for an increase in gas usage as a result of the fault.

British Gas offered Mr W £40 for inconvenience caused by the delay, but he didn't think this was enough to put things right. So, he asked our service to consider his complaint.

Our investigator looked into Mr W's concerns, but he thought British Gas had acted reasonably. Mr W disagreed with our investigator's outcome. He said his boiler was on constantly for 30 days and he couldn't turn it off because his daughter was in the house. He also commented that British Gas hadn't mentioned the excess being deducted. So, his 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.

Having done so, I've decided not to uphold Mr W's complaint. I'll explain why.

British Gas has referred to its terms and conditions which say:

“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.”

Mr W says he had to wait around a week for the engineer to visit the property. “*Reasonable*” isn’t defined in the terms of the policy. However, the fault with the boiler didn’t mean that Mr W was without hot water or heating. So, I’m not persuaded that the time it took for the initial visit was unreasonable under the circumstances.

The terms and conditions also say:

“Replacement parts

We’ll try to get parts from the original manufacturer or our approved suppliers....”

British Gas says the delays were beyond its control because the parts were out of stock for a few weeks. It says it chased for the part and kept Mr W up to date.

Mr W says that when he arranged the repair himself, the engineer was able to complete it the same day as he had the part in his van. I can understand why Mr W feels British Gas should have been able to get hold of the part much sooner. However, British Gas’s notes show that it was chasing for the out of stock part from its suppliers on a weekly basis. So, I’m satisfied from the information I’ve seen, that a delay was unavoidable and British Gas made reasonable efforts to resolve the issue.

If the delay in getting parts had gone on for much longer, I think it would be reasonable to expect British Gas to have found another way of settling Mr W’s claim. However, British Gas agreed to reimburse Mr W the cost of the repairs he arranged himself and I think this was reasonable.

Mr W feels strongly that he shouldn’t have needed to pay an excess because British Gas didn’t complete the claim. He says British Gas didn’t inform him of this when it told him to send in the invoice for reimbursement.

British Gas has noted leaving a voicemail for Mr W “*advising customer he has the option of sending us third party invoice and we will reimburse cost subject to the work being covered and the excess deduction.*”

It’s possible that British Gas’s note doesn’t reflect the message that was left, or Mr W didn’t hear it. However, this wouldn’t mean that British Gas wasn’t entitled to deduct the excess from Mr W’s claim. He would have needed to pay this if British Gas had completed the repairs. So, I think it was reasonable for British Gas to have taken off this excess when it settled his claim by cash.

According to the policy agreement the excess for central heating cover was £99. So, British Gas appears to have taken off less than it was entitled to.

Mr W feels that British Gas should compensate him for the extra gas he says he used for the period there was the fault with the boiler. He says if he had turned his boiler off, he wouldn’t have had any heating or hot water. I appreciate it would have been inconvenient for Mr W to have kept turning his boiler off and on again. However, I don’t think it would be fair to tell British Gas to reimburse Mr W for extra gas usage because he decided to keep the boiler on the whole time. In any event, Mr W hasn’t provided sufficient evidence to show extra gas usage for the period in question. So, I’m unable to consider any financial loss.

I appreciate it was frustrating for Mr W that his boiler wasn’t fixed sooner, and he was inconvenienced by having to arrange the repairs himself. However, I think the £40 British Gas has offered Mr W is reasonable compensation for this.

Putting things right

British Gas should pay Mr W £40 if he accepts my decision.

My final decision

British Gas Insurance Limited has already made an offer to pay £40 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that British Gas Insurance Limited should pay Mr W £40.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 February 2023.

Anne Muscroft
Ombudsman