

## **The complaint**

Mrs W complains about British Gas Insurance Limited's (BG) level of service, following a claim on her home emergency policy.

## **What happened**

Mrs W contacted BG as her boiler had broken down. She obtained an appointment online, and was given the earliest available date, which was for four days later. The BG engineer attended and completed the repair.

Mrs W complained to BG as she said she was without hot water for those days and had to use an electric heater to keep warm. She also said that when the engineer attended, he told her that previous engineers hadn't carried out services correctly and this caused the issue with the boiler, that led to its breakdown.

Mrs W said that she was told by BG that it would pay her £50 compensation for the trouble and upset caused. But she only received £15. Mrs W said that she would like to be compensated fairly. BG maintained its position that it had attended within a reasonable timeframe and that it had successfully repaired Mrs W's boiler. It apologised to Mrs W for the four-day wait and confirmed that it had paid her £15 for this.

Mrs W referred her complaint to our service, as she remained unsatisfied. One of our investigators considered the complaint and thought it should be upheld. He said that given that Mrs W was vulnerable due to her age, that meant that BG should've given her an appointment much quicker. So, he recommended that BG increase its payment of compensation by a further £135 (making a total of £150).

Mrs W accepted the view, BG didn't. It said that it had complied with the policy terms and conditions by having sent out an engineer as soon as possible. It said that during the time, it was its busiest period and it offered and gave Mrs W the first available appointment. Moreover, it repaired the issue with the boiler at that appointment. It didn't agree that compensation was ever warranted and didn't think it was fair for the compensation to be increased to £150. So, it asked for a decision from an ombudsman.

## **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 considered the complaint, and I thought the complaint shouldn't be upheld. I issued a provisional decision on 25 May 2023 and asked both parties to send me anything else by 22 June 2023. In my provisional decision I said:

*'I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of the complaint.'*

*Having done so, I'm minded not to uphold this complaint. I understand that this is likely to be a disappointment to Mrs W, but I hope my provisional findings explain why I think this is fair.*

*I have considered all the comments from both parties, as well as the policy terms and conditions. I think the main issue of this complaint is whether BG carried out the repair in a reasonable time.*

*Mrs W said that she made the appointment online and this was done on 18 December 2022. The first available appointment was given for 22 December 2022 – some four days later.*

*BG said that this was the first available appointment and said that although it was aware of the age of Mrs W and her family member, there were no other vulnerabilities disclosed by Mrs W.*

*I accept that the breakdown occurred during the winter. I also accept that this was a peak time for BG. I note that Mrs W hasn't provided me with any information regarding whether she attempted to get an earlier appointment. In any event, the appointment given was for four days later.*

*I have reviewed the policy terms and conditions to see if BG satisfied its obligations under the policy. It states, under the section of reasonable time: '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'.*

*Although there is no further definition of what amounts to a reasonable time, I don't think that four days was an unreasonable timeframe to attend and to carry out the repairs. I say this as Mrs W confirmed that she had temporary heating available to her. And whilst I accept that it wasn't ideal for Mrs W to have to boil a kettle for hot water, I note that the repair was carried out on the first visit, and I'm told that there have been no further issues with the boiler. Accordingly, I'm satisfied that BG complied with the policy terms and conditions.*

*Mrs W would like an increase in the level of compensation paid to her from BG. Currently, BG paid £15 and apologised. It said that it was aware of Mrs W's age but, there were no other vulnerabilities disclosed to it by Mrs W.*

*Our approach when considering compensation is to look at the error made by the business and how the error impacted on the policyholder. In this complaint, I can't agree that BG made any errors, as I have found that it attended to Mrs W within a reasonable timeframe and so complied with its obligations under the policy. Mrs W hasn't provided me with any evidence of how this impacted her (except not to have hot water for a short time) such as an impact on her health. And typically, were there has been a short delay, we would say that an apology is usually enough.*

*BG has both apologised and paid a small monetary award and I think in the circumstances of this complaint, this fairly compensates this one-off incident.*

*Presently, I think that BG were reasonable in its response to Mrs W. And it was fair in its payment of compensation for the short delay in its engineer attending Mrs W. I understand that this isn't the outcome that Mrs W would've liked, but currently, I won't be able to reasonably ask BG to do anything more at this stage, to resolve this complaint. I will though consider any further evidence that Mrs W might have if she wishes to rely upon it'.*

Responses to my provisional decision

BG accepted the provisional decision.

Mrs W responded as follows:

- Mrs W said that her and her family member were vulnerable due to their ages. And although she suffered from conditions, she did not disclose them to BG.
- She found it very difficult to boil hot water for washing and to take it upstairs. She found it difficult to take the heater upstairs as it was heavy. She also said that she had to keep the heating on for 24 hours per day due to the cold, which cost her more to run.
- Finally, she said: *'the boiler appointment offered, had fortunately already been made prior to the breakdown for a service and was therefore switched to an emergency repair as this was the earliest appointment available.'*

I have carefully considered Mrs W's comments and they have not changed my provisional decision and I'll explain why.

Mrs W confirmed that she already had a boiler appointment offered, which was then changed to an emergency repair appointment, when the boiler broke down. She further confirmed that she was given the *'earliest appointment available'*. So, I'm satisfied that BG acted within a reasonable amount of time when it offered her the repair visit, given that it offered her the earliest appointment available.

I understand that Mrs W found it 'awkward' to carry the heater and hot water upstairs and that she ran the heater for 24 hours per day. Whilst I empathise with Mrs W in having to adapt her ways during this period, I wouldn't have expected her to have the heating on for 24 hours per day. And if she did, then I can't see any evidence that she told BG that this was what she was having to do. Nor can I see any evidence that she provided BG with proof of the extra costs she incurred as a result of waiting for the engineers to attend to her breakdown. Consequently, I don't think there is enough evidence from Mrs W to support this.

Mrs W said that her and her family member were vulnerable due to their age. She also said that she suffered from *'two conditions'* which made her feel the cold. I asked Mrs W to provide me with further evidence to support her complaint. That evidence could be medical. I haven't received anything. Further, she confirmed that she hadn't disclosed these conditions to BG. So, I can't agree that BG were aware of her specific vulnerabilities. Or indeed evidence of how this adversely impacted her health.

On considering whether the compensation ought to be increased further, I am of the view that BG were fair and reasonable to offer and pay £15 for the trouble and upset caused. Typically, where there has been a short delay, we would say that an apology is usually enough. But BG has both apologised and paid a small monetary award and I think in the circumstances of this complaint, this fairly compensates this one-off incident.

I think that BG were reasonable in its response to Mrs W. And it was fair in its payment of compensation for the short delay in its engineer attending the boiler breakdown. I understand that this isn't the outcome that Mrs W would've liked, but I won't be asking BG to do anything more, to resolve this complaint.

## **My final decision**

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 25 July 2023.

Ayisha Savage  
**Ombudsman**