

complaint

Mrs W complains about the service she received from British Gas Insurance Limited (BG) under her Homecare 400 policy after her boiler broke down.

background

Mrs W's boiler broke down on 8 January 2018. This left her without hot water or central heating. She says that when she phoned BG, she was faced with an automated answering service that offered her a time slot for a repair on 11 January between 12.00pm and 6.00pm. She was asked if she wanted to accept this appointment or decline it. She accepted it as she didn't know what would happen if she declined it. She says there was no option other than that presented to her and she wasn't able to explain her personal circumstances. Mrs W says that she's a pensioner with a severe chest infection, and had to buy a heater to keep warm because of the length of time before an engineer could come.

At approximately 5.30pm on 11 January, just before the end of her booked time slot, BG's engineer phoned Mrs W to say the appointment would have to be cancelled and rescheduled. Mrs W said she didn't want it rescheduled.

Mrs W sent an email to BG on 15 January to complain that BG hadn't come within the 24 hour timeframe she believed BG said it would on its website. She says that the crux of her complaint is that BG failed to provide a prompt appointment, and so failed to provide the service she'd paid for. She also says that she incurred a lot of extra expense. Mrs W cancelled her policy and wants the premiums she paid for her policy between April 2017 and February 2018 to be reimbursed to her. She also wanted BG to reimburse to her the cost of the heater she bought (£124.97).

BG says that the number she used to contact BG does in fact offer the options of a call back or to speak to an advisor, and if Mrs W had used either of those options she could've explained her circumstances. An earlier appointment would then have been arranged for her.

BG also says that Mrs W contacted it on 10 January at 09.45 to cancel the appointment on 11 January, and that when its engineer called at approximately 5.30pm on 11 January to cancel the appointment, Mrs W's son told him that the fault with the boiler had been rectified and so the appointment was no longer necessary and didn't need to be rescheduled.

BG has agreed to reimburse Mrs W the cost of the heater she bought, but it doesn't agree to reimburse her any of the premiums she paid as she'd had the benefit of the policy for some 10 months. As a goodwill gesture, BG has offered Mrs W a further £60 on top of the cost of the heater – a total of £185.

Mrs W isn't satisfied with BG's handling of her complaint and referred it to this service. Our adjudicator's view was that the compensation that BG had offered was fair and that she didn't think that BG should be asked to do anything more. Mrs W doesn't agree with the adjudicator's view and raised some further matters for her to consider. Our adjudicator referred these to BG who has responded to them.

Because Mrs W wasn't in agreement with the adjudicator's view, her complaint's been passed to me to make a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm not going to uphold Mrs W's complaint and I'll explain my reasons for not doing so.

Mrs W's complaint is that she expected a level of service from BG for her monthly premiums that she didn't actually receive. She makes reference to BG's website which says that *"If you have no heating and no hot water and you let us know before 1pm we aim to be with you that day. If you call after this time we aim to be with you within 24 hours. If we cannot get to you in these timescales we will do our utmost to be with you as soon as possible."*

It appears that what Mrs W was referring to wasn't part of the terms and conditions of her policy but was taken from the "Frequently asked questions" section on BG's website, and it was this that gave her the expectation of the service level that BG would provide.

BG has said that whilst it aims to visit as quickly as it can, there are occasions when the waiting time for a visit can be longer than it would like. This usually happens in the winter when there's a huge demand for the services that it provides. It's pointed out that the policy itself makes no mention of the 24 hour timescale, and only states, on page 25 under "General Conditions" – *"Reasonable timescales. We will 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 another time when we can visit."* BG is only required to perform in accordance with the policy terms and conditions and I don't think it can be said that it clearly failed to do so in Mrs W's case.

BG has also explained that the telephone number that Mrs W contacted it on does in fact provide options to ask for a call back or to speak to an advisor. It says that if Mrs W had used either of those options, she could've explained her circumstances in which case she would've been prioritised as an emergency.

BG has reimbursed Mrs W for the cost of the heater she bought because she was anticipating a 74 hour wait for an engineer, so Mrs W hasn't had to bear this cost. It's also offered Mrs W an additional £60 for distress and inconvenience, which recognises that it didn't meet her expectations of an engineer coming within 24 hours. It's explained that she would've received an urgent response if she'd followed the available options when she phoned.

I think that BG's handling of Mrs W's complaint is fair and reasonable in the circumstances, and I don't think it would be appropriate for me to ask it to reimburse her premiums when she had the benefit of the policy for nearly a year. So I'm not going to ask it to do anything else.

my final decision

For the reasons I've given above, I'm not going to uphold Mrs W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 10 September 2018.

Nigel Bremner
ombudsman