

## **complaint**

Mr and Mrs B are unhappy with the service given by British Gas Insurance Limited (British Gas) when they made a claim under their HomeCare policy. They're also unhappy with the time taken to reply to their complaint and that they haven't had a full reply to this.

## **background**

Mr and Mrs B have had an annually renewable HomeCare policy with British Gas for a number of years.

On 17 December 2017 Mr B called British Gas as their boiler had stopped working. British Gas sent an engineer. He needed a second opinion and so returned later that day with another engineer. They then explained to Mr and Mrs B that as the boiler was over seven years old British Gas wouldn't cover a replacement only a repair. They didn't have the necessary parts so there would be a delay. A further appointment was booked for 19 December.

On 19 December Mr B called British Gas a couple of times to check the appointment and to try to get a specific time. He was told this couldn't be given to him but the appointment was on the list. Mr B explained the repairs needed to be done in the daytime as light was needed and he also explained the gas was running out on his alternative heating. Mr B decided to send a text message to the previous engineer. The engineer explained the parts were late and so he'd rebook the appointment for the following day as it was dark.

On 20 December Mr B called British Gas to complain. He was offered £30 compensation. He didn't accept this and was unhappy with how the call handler spoke to him. Following some further problems, which Mr B believes should've been noticed earlier, the boiler was fixed.

On 29 December Mr B sent British Gas his full complaint by email. To summarise Mr and Mrs B were unhappy they'd waited over 18 hours for engineers and had no heating for four days (in very cold temperatures). He was unhappy he wasn't kept properly updated or sent text messages to confirm the appointments. Mr B wanted compensation for his wasted time and explained he usually charges between £600 – £1,000 per day. Mr B got an automatic acknowledgement email that said British Gas would be in touch in 7 days.

On 11 January 2018 British Gas sent an acknowledgement of the complaint and explained they'd be in touch again within eight weeks.

On 28 February Mr B contacted us as he'd not heard from British Gas.

On 12 March British Gas wrote to Mr B apologising for the delay explaining it was 'taking longer than expected' to reply. They explained he could contact our service.

The investigator considered the complaint. She explained to Mr and Mrs B in April that British Gas had offered to pay additional compensation (in total £60) and agreed they could cancel the policy without any cancellation charges. She explained that in the circumstances she believed this offer was reasonable.

Mr and Mrs B weren't happy. They felt British Gas were just paying a paltry sum rather than answering the complaint points. He also raised a new complaint about another issue following a different claim.

The complaint was passed to me to review. I've explained to Mr B that British Gas has eight weeks to consider the new complaint which means he should receive a reply by 4 July. So I won't be considering these issues. I'll only be considering the breakdown on 17 December and the issues surrounding this.

### **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 understand Mr and Mrs B feel strongly about this complaint but I believe the offer made by British Gas is reasonable. I'll explain why.

I've considered Mr B's detailed explanation about what happened. And I'd like to thank him for this as it has been very helpful when assessing the complaint. I understand why Mr and Mrs B are disappointed with the service given and that they expected the problem to be resolved quicker than it was. I also understand why they'd like more answers and explanation about what happened. However, diagnosing and fixing problems with boilers can be difficult. And having considered everything, although I agree the service provided wasn't perfect, it is not unusual in the circumstances.

The policy says *"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"*. I understand Mr B doesn't feel that this has happened and I can understand why he's said this. But what is reasonable would depend on a number of things and considering the circumstances, such as the age and condition of the boiler and the demand during what would be a very busy time for boiler issues, I don't think the time taken was unreasonable.

I also understand Mr and Mrs B were unhappy when they were told that the policy wouldn't cover a replacement as the boiler was over seven years old. Having reviewed the policy terms I believe this limitation was clearly explained. So I can't say British Gas has done anything wrong.

Mr and Mrs B are also unhappy that no issues were found in the annual service they had six months earlier. The annual service isn't a regulated part of the policy so I won't be commenting on this.

Moving to the handling of the complaint, I can see there have been some delays, for example not replying to the 29 December email within seven days. Again this is not ideal but understandable in the circumstances, for example the fact there were bank holidays during this time.

I also know Mr and Mrs B are disappointed they've not had a full final response. The complaint handling rules set by the regulator, the Financial Conduct Authority (FCA), sets out that businesses should send a final or other response (which explains the complaint can be brought to us) within eight weeks. Although there was a delay of just over two weeks, British Gas did do this on 12 March. They've since co-operated with our investigation and made an additional compensation offer.

It might be helpful to explain that when we're considering what level of compensation we should award for trouble and upset caused by a business, we need to consider the fact that

we're all inconvenienced at times. And there are certain events that are likely to be inconvenient, such as the boiler breaking down in the middle of winter. So I need to consider if British Gas' actions have increased this inconvenience.

I also understand the whole thing has been particularly stressful for Mr and Mrs B during a time that has been very difficult as Mr B's parents have been unwell.

Mr B has mentioned his usual rate of charging for his time in his profession. I understand why Mr B has said this, but we don't usually compensate for 'units' of time. And even if we did I've seen nothing to suggest Mr B unnecessarily lost any earnings. So I don't think it would be reasonable to ask British Gas to this.

Having considered everything, I believe the £60 for the trouble and upset and the offer to waive any cancellation charges is fair and reasonable.

Mr and Mrs B were also unhappy that they had to pay for alternative heating themselves. The policy they have doesn't provide benefit for this. So I can't ask British Gas to pay for this.

Mr B has asked me to consider refunding the cost of the insurance since he made the complaint as he thinks the delays have benefitted British Gas. As explained British Gas are allowed up to eight weeks to consider complaints. And I've explained to Mr B that he could've cancelled the insurance at any time if he no longer wanted it, British Gas would still have to consider the complaint. And we'd consider if any cancellation charges should be refunded as a normal part of our consideration of the complaint. Mr and Mrs B have been aware since April that they could cancel the policy with no charge and haven't done this. So in the circumstances I won't be asking British Gas to refund the premiums.

### **my final decision**

For the reasons explained above I believe the offer made is reasonable. So British Gas Insurance Limited should pay Mr and Mrs B £60 compensation and they should waive any cancellation charges for the HomeCare policy if Mr and Mrs B cancel the policy within this policy year (which is up to October 2018).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 3 August 2018.

Melissa Grove  
**ombudsman**