

complaint

Mr G complains that British Gas Insurance Limited (“BGI”) wasn’t able to respond within a reasonable time when he called on it under his home emergency insurance policy after his central heating boiler broke down. He wants BGI to reimburse what he had to pay a third party engineer to carry out the repair.

background

Mr G owned a flat which he rented out. He took out a home emergency policy with BGI so that speedy boiler, electrical, and plumbing repairs could be provided to his tenants.

On 27 February 2018 Mr G’s tenant contacted BGI under the policy because the boiler had stopped working leaving them without heating and hot water. BGI said the earliest available appointment for one of its engineers would be 1 March 2018 between 8.00 am and 1.00 pm – some 48 hours later.

The weather was exceptionally cold at that time, and Mr G didn’t think it was reasonable that his tenant should have to wait so long without heating and hot water. So he contacted the engineer who had installed the boiler for him. He came on 28 February 2018. He replaced the fan on the boiler and got it working again.

Mr G paid his own engineer £336 for the replacement part and labour. He asked BGI to reimburse this payment.

BGI wouldn’t reimburse this payment. It said that its terms and conditions didn’t provide for it to reimburse costs a policy holder paid instead of getting BGI to carry out a repair. The terms and conditions provided as follows:

“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.”

BGI said the extreme weather conditions being experienced that week meant an unprecedented demand for appointments and a reduction in the staff available to carry them out. So it didn’t think two days was an unacceptable time to wait for a breakdown appointment, given nobody at the property had any vulnerabilities which would make them a priority emergency appointment.

BGI offered Mr G £30 as a gesture of goodwill. He declined this and complained to us.

Our investigator recommended that this complaint should be upheld. He said the weather at this particular time was really severe. So waiting two days for hot water and heating might be considered unreasonable, whether or not the customers were vulnerable.

BGI’s terms and conditions didn’t specify a specific timeframe for when repairs should be carried out. But it could be said the severe weather potentially prompted immediate action. If BGI couldn’t act immediately, it wasn’t unreasonable, in the severe circumstances, for the customer to go elsewhere. In this instance, he didn’t think it unreasonable for BGI to pay

what the repairs would've cost BGI if it had carried them out. BGI would have to show this by getting quotes from its own suppliers.

Mr G accepted the investigator's recommendation. BGI asked the investigator to supply an invoice showing details of the work Mr G's engineer had carried out, which the investigator did. However it responded to say, in summary, that it didn't think it had failed to offer the level of service envisaged in the terms and conditions. In the end, it said, the repair was completed by Mr G's engineer only 24 hours before BGI's engineer was due to visit.

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 think the severity of the weather conditions being experienced at the time works both ways. On the one hand, BGI can point to them to say why it was reasonable that it would be 48 hours before its engineer could attend. On the other hand, from the tenant's viewpoint it made waiting for a repair even more stressful, uncomfortable and inconvenient.

Given that Mr G didn't know what the fault was, and how complicated it might be to repair, including whether parts might have to be specially ordered, I don't think it was unreasonable for him to try to find an engineer to look at the boiler sooner and try to repair it. Fortunately the engineer was able to achieve a quick repair at a cost to Mr G of £336.

BGI says it met the requirements of its terms and conditions, as quoted above, in the circumstances prevailing at that time. However Mr G's actions saved BGI expense and repair time when, by its own admission, it was struggling to meet all the demands on its staff.

I think, like the investigator, that it would have been fair for BGI to contribute to Mr G what it would have cost it if its engineer had attended and repaired the boiler. From what Mr G said the parts alone cost £184.18. However BGI has declined to provide this information, and continues to maintain it acted correctly and needn't make any contribution beyond the £30 goodwill payment that was offered to, and refused by, Mr G.

I don't agree. In the circumstances, and in the absence of any information to say it would have cost BGI less to carry out the repair under the policy, I think it's fair and reasonable that BGI now reimburses Mr G the £336 it cost him to repair the boiler.

my final decision

My decision is that I uphold this complaint, and order British Gas Insurance Limited to pay Mr G £336.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 11 March 2019.

Lennox Towers
ombudsman

