

## **complaint**

Mr L complains about British Gas Insurance Limited's (BG) service when he made a claim under his Homecare insurance policy and that it was in breach of contract.

## **background**

On 29 February 2018 Mr L contacted BG to repair his boiler as he had no central heating or hot water. The weather was particularly cold with snow. BG was due to attend on 1 March and Mr L's partner took time off work to be there for the engineer. On the day BG told Mr L it couldn't attend due to emergency appointments for vulnerable customers and it rearranged Mr L's appointment for 7 March.

Mr L says BG's delay caused him and his girlfriend suffering, pain, inconvenience and expense. He detailed their difficult living conditions including having to boil water to wash and not being able to get warm when he returned from his outside job. He bought two electric heaters to try to heat the house which he says weren't effective but significantly increased his electricity bill. He said his living conditions were so bad he paid to stay in a hotel for a night.

BG accepted it had provided very poor service and offered Mr L £249 compensation for his overall distress and inconvenience.

Mr L complains that BG's offer isn't enough. He says BG are in breach of contract as the policy says it will carry out repairs within a reasonable time, and doesn't say it can cancel an appointment to give to someone even if they are a priority customer. Mr L says BG should have better contingency plans and should pay him considerable compensation for its breach of contract, his pain and suffering, his expenses and his time taken to deal with the complaint.

Our investigator thought BG's offer of £249 compensation was fair and reasonable.

Mr L disagrees and wants an ombudsman's 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 sorry to disappoint Mr L as he feels very strongly about his situation but I don't uphold this complaint. BG has made a fair and reasonable compensation offer. I'll explain why.

Mr L has particularly focused on his belief that BG breached its contract with him, irrespective of any moral obligation BG felt it had to prioritise vulnerable customers.

The policy says BG 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 you another time when we can visit'.*

In my opinion BG hasn't breached its contract with Mr L. The extreme weather was beyond its control and fundamentally that's why it couldn't attend Mr L in a reasonable timescale. The policy doesn't specifically say it can cancel an existing appointment to give to vulnerable customers. But given the above wording I don't think the policy needs to explicitly give all reasons BG may not be able to attend a booked appointment.

However, whether or not BG has breached its contract doesn't affect the amount of compensation I think BG should offer. We don't fine businesses. We don't generally make a compensation award solely on the basis of a contract breach.

BG accepts it gave Mr L very poor service. The issue I have to decide is whether BG's offer of compensation is fair and reasonable.

It's clear from what Mr L's said that he and his girlfriend were left in very difficult living conditions and compensation is due. I can only award compensation in respect of Mr L. Our investigator correctly explained that as Mr L is the sole policyholder we can't award compensation for his girlfriend's distress and inconvenience or lost wage.

Mr L says he paid £35 in total for two heaters. He doesn't have the receipts but he provided BG with supporting evidence for one heater. I've seen the details Mr L provided about his increased electricity bill. The later bill shows an increase. But the earlier bill was for gas and electricity used in summer months and the later bill included the particularly cold winter months so the bills aren't a like for like comparison. It may well be that Mr L used more electricity in the additional six days BG took to do the repair. But I think it's very unlikely that additional usage cost a substantial amount.

Mr L says he and his girlfriend went away overnight to a hotel to escape the cold at home, have a bath and for 'a bit of cheering up'. That's understandable but not a cost that BG needs to pay. There's no cover for alternative accommodation under the policy in Mr L's situation. Even if there was cover, Mr L says the hotel was a 200 mile trip from home so I can't reasonably say the expense was solely as a direct result of BG's poor service.

I don't generally award compensation for the time (or postage costs) a consumer has spent in making a complaint and there are no reasons for me to do so in this case.

Overall I'm satisfied BG's offer of £249 compensation is a fair and reasonable amount taking into account Mr L's distress, inconvenience and to acknowledge the additional expense I think BG should contribute to.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 20 March 2019.

Nicola Sisk  
**ombudsman**