

## **complaint**

Ms A and Ms S ('the policyholders') complain about how British Gas Insurance Limited treated them when they called to have their central heating repaired. This complaint is brought on their behalf by Miss A, a relative.

## **background**

The policyholders have a Homecare Two policy with British Gas. It provides cover for an annual service and for repairs to their central heating boiler and controls. They attempted to contact British Gas on 1 March 2018 when they had problems with their central heating system. Miss A also tried to contact British Gas on their behalf. She got through to a British Gas webchat service on the afternoon of 1 March 2018. She told British Gas her elderly relatives were having problems with their heating. She asked British Gas to call Ms S at home – as she was at hospital with Ms A.

British Gas said it was unable to arrange a call back or an appointment that day due to the extreme weather conditions. Miss A was extremely upset that British Gas could do nothing for her elderly relatives.

She called back the following morning. British Gas offered to send an engineer that day but Miss A said this was not suitable. She called back later that morning and an appointment was arranged for an engineer to visit on the morning of 3 March 2018. The engineer attended as arranged, and replaced the timer and repaired the leaking radiator.

Miss A's complaint is that she and the policyholders were unable to get through to British Gas and, when she did, she was unhappy with the service provided. British Gas acknowledged that there had been significant delays in answering calls due to the extreme weather conditions at the time. It confirmed that it was not possible to arrange a call back due to the volume of incoming calls. It offered to pay the policyholders £150 as a gesture of goodwill for the inconvenience and undue distress it had caused.

Not happy with that, Miss A asked us to look at the complaint. Our investigator concluded that the offer of £150 compensation was fair. She found that there had been an unacceptable delay in being able to speak to British Gas but the repairs were carried out in a reasonable time.

Miss A asked for the matter to be referred to an ombudsman. She feels the offer of £150 is not enough. She says the policyholders are both pensioners and they pay for the Homecare Two cover so they can be prioritised.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I have reached the same overall conclusions as the investigator and for broadly the same reasons.

Miss A complains that the policyholders should have been treated as a priority because of their age. She says they took out the policy so that they would be given priority. However, the policyholders had a standard Homecare Two agreement with British Gas, like other insured customers. This is an insurance product that covers a policyholder for annual service and repair work – it provides reassurance and practical assistance if the boiler and/or central

heating suffer “an individual fault or breakdown”. It does not offer emergency cover and it provides no guarantee that repairs will be carried out within any set period of time. A general condition of the insurance contract states:

*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.*

I appreciate the disappointment Miss A and her family feel with the service they received but I don't think British Gas's response was unfair or unreasonable at that time or in those particular circumstances. I can see from the transcript of the webchat that Miss A told British Gas that a radiator was leaking and the heating came on by itself, indicating a fault with the timer – but it appears that they still had heating.

I have also checked the weather forecast for 1 March 2018 and can see that many parts of the country were affected by “Storm Emma”. The Met Office website describes the conditions as follows – “March began with an exceptionally cold easterly flow and widespread snow, and daytime temperatures remained below freezing in many parts of the country”. It also reports that thousands of schools across England, Wales and Scotland were closed, and many areas suffered power cuts.

British Gas carried out the repairs within two days of the first attempted call. Given the extreme weather circumstances – indisputably beyond anyone's control – I find that British Gas carried out the repairs in a “reasonable time” in line with the terms of the policy. I also note that it offered to carry out the repairs on the day after the fault was reported but Miss A declined this offer as no-one was available.

Miss A also complains about the time it took to get through to British Gas; that she wasn't called back; and that her calls were diverted to various departments of British Gas who couldn't provide her with the service she wanted. British Gas has explained how it had to prioritise resources in the face of an extremely high volume of emergency calls. It appears to me that British Gas acted appropriately in the circumstances – it put in place a number of contingency actions in order that it could deal with the unusually high volume of calls: it had staff from other departments helping frontline staff answer the high volume of calls; and it took steps to prioritise those customers who, unlike the policyholders, had no heating. So, given the extreme weather and circumstances on that day, I am not persuaded that British Gas breached their contract or duty of care towards the policyholders in not being able to answer telephone calls straightaway.

Nevertheless, British Gas has offered to pay £150 to the policyholders for their distress and inconvenience. That strikes me as a fair offer in all the circumstances.

### **my final decision**

I do not uphold this complaint. British Gas Insurance Limited has offered to pay the policyholders £150. I conclude that such an offer is fair compensation in the circumstances. So my decision is that British Gas should pay the policyholders £150 – if it hasn't already done so – within 28 days of receiving notice of their acceptance of my decision.

The policyholders should note that if they accept my decision, it will be legally binding on all parties and they probably then wouldn't be able to take legal action over this matter for

additional compensation. If, however, they reject the decision, although their legal rights will remain intact, it'll be purely a matter between them and British Gas as to whether the offer still remains open for acceptance. Strictly speaking, an offer is not binding on the offeror after rejection of it has been communicated.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A and Ms S – or their representative, Miss A – to accept or reject my decision before 20 October 2018.

Gordon Ramsay  
**ombudsman**