

complaint

Mrs J complains about the length of time it took British Gas Insurance Limited ("BGI") to fully restore power to her home, after she claimed on her home emergency policy.

background

Mrs J told us that she had a home emergency policy with BGI. She rang it late on a Saturday evening, to say that the power had gone out in her home. BGI came out in the early hours of Sunday morning, and then sent another engineer on Sunday. They managed to restore hot water, the shower, lights and her hob.

Mrs J said that the second engineer thought that he'd identified where the fault was. It was behind a heavy fridge freezer in her kitchen. But she said that BGI didn't manage to fully restore power until the following Friday.

Mrs J said that BGI had paid her £180 in compensation. But she didn't think that was enough to make up for what had gone wrong, how much it had inconvenienced her, and how much it had cost her too. She said that this happened in July, and she was unable to store food or make meals. She couldn't even have a cold drink other than water. She said she'd had to eat out or rely on family and friends for the time when she was without power.

Mrs J said that she's the main carer for her elderly parents, and was anxious not having the ability to contact them, as she had no landline and couldn't charge her mobile phone. She also said that she had to take annual leave for the time she waited in for engineers, because she had no internet at home, so couldn't work from home instead.

Mrs J wanted us to look at her case, and see if the amount of £180 she'd been paid by BGI was really enough.

BGI said that it sent someone out on the Saturday night, who wasn't able to fix the problem. Someone else came out on Sunday, who thought the problem was behind Mrs J's large fridge, in her kitchen. The appliance was too large for him to move, so he couldn't solve the whole problem. But he did leave Mrs J with some power.

Another engineer was booked to attend on Monday, but he was unwell, and wasn't able to go. BGI said that Mrs J had accepted a rebooked appointment for Thursday. It seems to have suggested when it wrote to Mrs J that the problem was fixed then. But its internal notes show another appointment on Friday.

BGI said that it would've paid for hotel accommodation if Mrs J had wanted it. But she didn't. It thought that the payment it had made to her, of £180, was enough to make up for the inconvenience. It didn't think it had to do any more.

Our investigator didn't uphold this complaint. He said that BGI had put a temporary fix in place, so Mrs J had lights, hot water, a shower, and some cooking facilities. He knew the repairs had taken some time. But he noted that BGI had offered Mrs J hotel accommodation if she wanted it. And he didn't think that it was BGI's fault that an engineer was sick, so couldn't make the Monday appointment. Overall, our investigator thought that the £180 that BGI had paid was a fair amount to make up for the inconvenience to Mrs J.

Mrs J didn't agree with that. She said that she didn't expect a lesser standard of service due to BGI's lack of engineer cover in times of staff sickness. She said that the delay was longer than our investigator thought because although the problem had been identified on Sunday, it wasn't repaired until Friday.

Mrs J also didn't think that this compensation amount was comparable to a previous compensation payment she'd received from BGI. She said she'd had six days without power in one of the hottest summers. Food had gone off, she couldn't cook at home, because although she had a working hob there was no fridge. She told us how much this problem had inconvenienced her.

Mrs J also said that she'd been offered hotel accommodation when she first reported the incident. She said she'd turned that down because she wanted to remain close to her elderly parents, and also because she didn't expect the problem to take six days to fix.

Mrs J wanted her case to be considered by an ombudsman, so it was passed to me for a final decision.

my provisional decision

I issued a provisional decision on this complaint and explained why I didn't propose to uphold it. This is what I said then:

- Mrs J had a home emergency policy with BGI. Among other things, this policy said that it would cover repairs to the mains electrical system and wiring in Mrs J's home. BGI seemed to have accepted that it was responsible under Mrs J's policy for completing repairs to fix this electrical problem in her home.
- The engineer who visited on Sunday had apparently identified the cause of the problem, but not been able to resolve it. The problem was behind the fridge freezer, which was just too big for him to move by himself. I didn't think that it was unreasonable for BGI to send a single engineer to most jobs. And I thought that was why the repair couldn't be completed on Sunday.
- An appointment was made for Monday, which wasn't kept because of staff sickness. I thought that was just unfortunate. I didn't think that it was unreasonable for BGI to sometimes miss appointments when its engineers are unwell.
- This appointment was then rebooked for Thursday. When BGI wrote to Mrs J about the problems she'd experienced, it seemed to have suggested that the problem was fixed then. I didn't think it was.
- The letter that BGI sent to Mrs J actually said that the problem was fixed on 16 July, which was the Monday. I thought that may have been a typo, and it was likely that BGI meant to say 19 July, the date of the rescheduled appointment. But Mrs J said that this fitter turned up alone, and wasn't able to do the repairs. BGI's internal notes say a further appointment was booked for 20 July. So it seemed unlikely that repairs were completed on either 16 or 19 July.
- I thought that the problem with Mrs J's electricity wasn't fully resolved until 20 July, as she said.

- Unfortunately I didn't think this changed the overall position on this complaint. I still thought that what BGI had paid Mrs J was the right amount to make up for what had gone wrong in this case.
- Mrs J wasn't entirely without power. I realised that it was inconvenient not to have full power in a home, and particularly difficult not to have a fridge in hot weather. I also realised that Mrs J wasn't able to work from home as she had no internet. But I also had to bear in mind that BGI had offered to pay for hotel accommodation for Mrs J.
- I knew that Mrs J turned that down when it was first offered, because she wanted to stay close to home, for understandable reasons, and because she simply didn't expect the problem to go on for so long. But once it was clear that the problem was going to take a little longer to resolve, perhaps on Monday, I thought that Mrs J could've gone back to BGI to ask it to provide hotel accommodation close to her home. I hadn't seen anything that suggested to me she did that.
- I didn't doubt that Mrs J had suffered real inconvenience, by staying in her home without fully working power. But BGI had made what I considered to be a reasonable contribution towards any extra costs she faced. I didn't think that I could fairly hold BGI solely responsible for the inconvenience, and ask it to pay more compensation, when BGI did offer Mrs J alternative accommodation, and she refused.
- For those reasons, I didn't think that BGI had to do more than it had done.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Neither side replied to my provisional decision.

my findings

Although neither side has offered anything further in this case, I've still reconsidered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. I haven't changed my mind.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 18 May 2019.

Esther Absalom-Gough
ombudsman