

complaint

Mr T complains about what happened when he asked British Gas Insurance Limited ("BGI") to send an engineer to his home.

background

Mr T told us that he'd phoned BGI when he had a problem with his heating and hot water, and a leak. He said that required emergency attention. He's told us that his family circumstances mean he needs to keep the heat on.

Mr T said that an engineer came out on Tuesday 17 April, knocked, and then immediately left. He said that the engineer hadn't tried to call him before he arrived, or while he was at the door. And he didn't leave a card. Mr T said that he'd only gone to the bathroom, but the engineer was gone by the time he got to the door. Mr T said he rang the service team straight away, but they wouldn't send anyone back until Friday.

Mr T said he'd thought about this, then rung back and cancelled his contract, because he was so frustrated. He'd paid a third party to fix the heating and the leak, which didn't get done until Friday anyway.

Mr T said that BGI had paid him £90 for his complaint. He said he appreciated that, but it wasn't enough to make up for what had happened. He wanted BGI to pay the invoice that he had settled for work done to fix the heating, and he wanted to re-join BGI.

BGI wrote to Mr T and said that its engineer had tried to ring him, but the call didn't connect. And the engineer did ring the bell and knock on the door, with no answer. He didn't leave a card just because he'd run out of them.

BGI said its engineer had no availability to return to the house that day. The appointment could be rescheduled for Friday, but Mr T was unhappy with that, and he'd cancelled his cover. BGI said it had received an invoice for work Mr T had done, but it wouldn't pay that. It said that Mr T had only got the work done on the Friday, which was when it had offered to do it anyway. And it wouldn't pay back the premiums Mr T had paid because it had already been out to his property to attend breakdowns a number of times during that year of cover.

Mr T said he's since tried to re-join BGI, but it terminated his contract immediately, because his boiler no longer fits its required standard. He's asked for a new boiler, which will cost a little over £5,000, but he's lost a discount of £200 on that, as he's no longer a customer.

Our investigator upheld this complaint. She said that she was satisfied that the engineer did try to call him. It was possible that Mr T just didn't have a signal.

Our investigator said that the engineer did go to Mr T's home. She thought that he was there for longer than the 30 seconds of video that Mr T had, because he'd just knocked on the door at the end of the recording. She said that she didn't think the engineer had been unreasonable, because he had already tried to call Mr T, and he could see Mr T had a video doorbell, so he would've expected Mr T to be able to see and speak to him using that.

Our investigator said that the engineer had offered to return later that day. The office had arranged an alternative appointment instead. She'd asked BGI about that, and it hadn't replied. She thought that it would've been reasonable for an appointment to have been made later that day.

Our investigator said that, although Mr T then cancelled his cover, he did have cover when his boiler broke down. And he'd cancelled under the mistaken belief that BGI couldn't send anyone until Friday. She said that it looked as if BGI was proposing to do the repair on the same day that Mr T eventually got it done. But she said she had to take into account that the repair could and should have been done sooner. Our investigator thought that BGI should pay for the repair that Mr T got done by someone else.

Our investigator said that Mr T had been inconvenienced by this, and would also have been concerned by the inconvenience to his family. She thought that BGI's compensation payment of £90 was enough to make up for that.

Mr T accepted that proposal. But BGI refused. It said that it didn't think it should have to pay Mr T's invoice. It didn't think it had failed to provide the required service. It had offered the next available appointment. It said that unfortunately it couldn't control engineer availability if many customers contacted it at the same time. And BGI said that its terms and conditions state that it won't offer a cash alternative instead of making repairs under the policy.

This case was then passed to me for a final decision.

my provisional decision

I issued a provisional decision on this complaint and explained why I proposed to uphold it. This is what I said then:

- Mr T had home emergency cover with BGI that provided for repairs to his central heating system. BGI hadn't suggested that the emergency that Mr T reported, or the repairs that were eventually done by a third party, wouldn't have been covered under Mr T's policy.
- BGI sent an engineer to Mr T's home. But Mr T didn't manage to get to the door before that engineer had left. I thought that was probably just due to an unfortunate combination of circumstances, including calls not connecting and Mr T not having his phone to hand. Those meant that the engineer had, not unreasonably, formed the view that Mr T wasn't in, when he was.
- Mr T rang to rebook the appointment, and was told no one could attend until Friday. BGI said that it may sometimes be busy, and have less engineer availability, if many customers contact it at the same time. I appreciated that would be possible. But I didn't think that was what happened here.
- This seemed to me to be a quite unusual, and slightly odd, case. BGI told Mr T that he could have an appointment three days later, on Friday. BGI's letter to him about his complaint also said it had rebooked the next available appointment, and its engineer had no availability to return the same day. But BGI's own internal notes made clear that this wasn't right at all.
- BGI's internal notes said its engineer was contacted later the same day, and he did offer to return that day. It wasn't clear whether BGI had tried to call the engineer straight away, or whether he'd offered to return to Mr T's home before or after Mr T had cancelled his contract. BGI's notes didn't show that this offer was passed on to Mr T.
- Mr T told us that the person who dealt with his first call, when he rang to rebook his appointment, was very unhelpful, and a supervisor that he spoke to after this was also, in his words, rough. Mr T had agreed, after speaking to BGI's complaints team, that he

would stay with BGI, but he then gave this some thought, after this first call had ended, and decided that he would leave.

- Although our investigator asked for a recording of this first call, BGI hadn't supplied it. That was unfortunate, as the reasonableness or otherwise of what Mr T did when he rang back to cancel his cover with BGI might be affected by what happened on that call.
- Because I didn't have that call, I had to decide what was more likely to have happened. And, on balance, I thought it was likely that BGI let Mr T down. He told us that he has a disabled family member, so he has to keep the heat on. He also told us he'd told BGI this. I didn't know if this was mentioned on this first call. But I thought it was important to Mr T to get this repair done quickly. And because Mr T told us he'd made BGI aware of his family circumstances, it seemed likely BGI knew that, or should've done. BGI's own internal notes suggested it was able to get someone out to Mr T's home on the same day. And BGI hadn't offered any reason or explanation as to why the offer that its engineer made, to return to Mr T's property the same day, wasn't passed on to Mr T.
- Mr T rang back, and we did have a recording of that second call. I'd listened carefully to this call, and Mr T didn't come across as angry, just rather disappointed. It seemed to me that Mr T had reached the conclusion, at that point, that he was just better off without BGI, and he'd get someone out to do the repairs himself. BGI didn't seem to have done anything to suggest to Mr T that he wasn't right about that.
- I thought that Mr T had rethought his position after this, once he had tried to get repairs done himself. The invoice he'd sent suggested that he didn't manage to get anyone out until Friday anyway. He said he planned to rejoin BGI.
- But I didn't think that made what Mr T did, in response to BGI's failures in this case, unreasonable. Like our investigator, I thought that BGI could and should (particularly given Mr T's family situation) have provided a repair faster than it did. BGI hadn't explained its failure to do that, especially as it was in a position to do so. I thought that if BGI hadn't let Mr T down, then he wouldn't have terminated his contract.
- Ending this contract seemed likely to end up costing Mr T a lot of money. He had told us that BGI wouldn't let him rejoin until he pays about £5,000 for a new boiler. I didn't think that it was BGI's fault that Mr T would need to upgrade his central heating if he wanted to take out new cover with BGI.
- But our investigator rightly pointed out that Mr T did have cover for the repairs he'd requested at the time his boiler broke down. And he ended up paying for those repairs himself, because BGI let him down. Because I thought that Mr T made a reasonable decision, to try to source a repair himself, and because I thought he did that in response to what did look like BGI's unreasonable failure to arrange an earlier appointment in circumstances where it apparently could've done so, I thought that in these particular circumstances that it was both fair and reasonable to ask BGI to pay the cost of those repairs, less the excess that Mr T would've paid anyway.
- BGI made two comments about this. Firstly, it said Mr T didn't actually get the repair done until Friday anyway. So he was no better off, after he cancelled his contract. I appreciated that Mr T didn't get the repairs done any faster, but I thought Mr T cancelled his contract because he felt BGI had let him down. I didn't think that changed because Mr T later discovered that he couldn't get a faster service by calling an engineer direct.

- BGI also suggested that it shouldn't have to pay what Mr T paid for the repairs, just what it would've paid its engineer. But that didn't seem to me to be the loss that BGI caused when it let Mr T down. So, having decided that, in these particular circumstances, BGI should pay for the repairs, it didn't seem to me to be reasonable to restrict the payment in this way.
- For those reasons, I agreed with the resolution that our investigator proposed. I said that BGI should pay Mr T the sum detailed on the invoice he has provided, for repairs to his boiler, which was £608.39, minus the excess detailed on his renewal letter of £60. I thought that was the right amount to make up for the poor service that Mr T was provided with by BGI, and for the problems he experienced as a result of that. I thought that, plus the compensation of £90 that BGI had already paid in this case, provided a fair and reasonable outcome to this complaint.

I invited the parties to make any final points, if they wanted, before issuing my final decision. Mr T replied to say that he agreed with my decision. BGI didn't reply.

my findings

Even though 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

My final decision is that British Gas Insurance Limited must pay Mr T £608.39, minus the excess of £60, in addition to the £90 compensation it's already paid him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 7 April 2019.

Esther Absalom-Gough
ombudsman