

## **complaint**

Mr L complains about British Gas Insurance Limited's (BG) service under his home care insurance policy. My references to BG include its agents.

## **background**

Mr L owns a holiday let property for which he had a home care policy with BG. On Christmas day the boiler went out which meant the family staying, with two young children, had no heating and hot water. Mr L says some of the family had flu. At 5.50pm one of the guests phoned BG who said the first appointment it could offer was in the morning of 27 December. Mr L thinks BG gave unacceptable service as it should have offered an earlier appointment.

BG said on public holidays it has to prioritise its engineers' workload taking into account any information it's given about customers' medical conditions and vulnerability. It listened to the call Mr L's guest made reporting the problem. Its call centre agent asked the guest whether there was anyone at risk in the property it should take into account and guest said there wasn't. As it didn't know there were young children at the property or anyone was unwell it offered an appointment for the morning of 27 December. The guest declined the appointment as he wouldn't be at the property then and said he would contact Mr L.

Mr L complained to us. He thought it understandable that BG questioned customers about their age and vulnerability but it didn't ask his guest enough questions. He said BG had its own unwritten rules to prioritise emergency visits which it didn't tell its customers about. He said he wants compensation for the cost and inconvenience in repairing the problem himself/having to rely on friends to fix the problem. He also wants BG to change the policy wording to be clear what it takes into account in deciding emergency call out priorities and change its attitude to emergency cover.

Our investigator thought BG had offered an appointment within a reasonable timescale on the information it had.

Mr L doesn't agree and wants an ombudsman's decision. He said our investigator hadn't addressed all the issues in his complaint. He said he'd spoken to some BG employees who told him BG was trying to minimise call outs over Christmas. He said BG stopped regular maintenance to be prepared for the December/Christmas period. He believed BG were properly staffed to send an engineer sooner but couldn't be bothered and it was 'hiding' behind the questions it asked about priority.

## **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 don't uphold this complaint.

The policy terms say under the 'Visiting you' section:

'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'.

The policy doesn't say BG will attend to do a repair in a defined timescale. I need to decide whether BG offered the appointment within a reasonable timescale.

BG told Mr L that at Christmas it has to prioritise its engineers' attendance taking into account any information it's given about customers at risk. I think that's a reasonable factor to decide priority. BG asked Mr L's guest if there was anyone at risk and was told there wasn't. Mr L says that question wasn't enough. But even if specific questions about children and ill health weren't asked I think the broader question enabled the guest to decide if there was anyone at risk in having no heating or hot water. BG acted reasonably in relying on the information it was given to schedule the appointment. It offered an appointment within a reasonable timescale on the information it was given.

I've no evidence to support Mr L's suggestion that BG had enough engineers to attend his property sooner and it just didn't bother. On the evidence I have BG acted fairly.

The basis on which BG prioritises attendance is a business practice for it to decide. The Financial Conduct Authority rules we operate under give me no power to tell a business to change how it runs its business or that it must change the wording of its policy. But I think BG is clear enough that it takes into account whether a consumer has any risk factors. In the call where the fault was reported it asked Mr L's guest about risk factors it needed to take into account. On BG's website there's information about its priority services register if a consumer has certain circumstances.

As I think BG acted fairly and reasonably it doesn't need to pay Mr L any compensation for his distress and inconvenience or repair costs he, or his friends on his behalf, may have incurred.

### **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 7 July 2018.

Nicola Sisk  
**ombudsman**