

The complaint

Mr F complains that British Gas Insurance Limited (BG) is responsible for poor service in connection with a home emergency insurance policy.

What happened

In January 2019 Mr F called BG as there was an issue with his consumer unit. He was advised by them to change the unit but chose not to.

In February 2019, Mr F contacted BG as he had no heating or power. BG sent an engineer who found that there was a fault with the consumer unit. So he made it safe and said that another engineer would come later that evening to repair it.

Unfortunately, that engineer didn't attend that evening and Mr F decided to stay at a hotel with his family. Mr F raised a complaint to BG, and it offered to pay for the second night's stay at the hotel, as its engineers were booked to attend on 8 February 2019. It attended on that day and repaired the unit. But as power hadn't been completely restored, BG advised Mr F that he would need the unit upgraded, which he agreed to.

Mr F requested that BG attend his home on 11 February to carry out the upgrade, but BG informed him by text that the appointment would take place on 14 February. The unit was upgraded on that day and power was completely restored.

A few days later Mr F had issues with the power to his house and emailed BG. Unfortunately this email and others he sent weren't responded to. So, Mr F raised another complaint about the poor service he had received from them. BG offered Mr F £250 compensation as a goodwill gesture. But Mr F declined this as he wanted substantially more. As well as, BG reimbursing him for all the cost of his hotel stay – two nights in total.

In its final response, BG accepted that its customer service was lacking and offered Mr F £350 compensation for the trouble and upset it caused. Mr F wasn't satisfied with BG's final response to his complaint, so he brought it to this service.

Ultimately our investigator didn't uphold the complaint, saying that BG had acted fairly by offering £350 compensation for the distress caused. Mr F didn't accept our investigator's view and asked for a decision from an ombudsman.

What I've decided – and why

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 won't be asking BG to do anything more to resolve the complaint. I realise this will be a disappointment to Mr F, but I hope my findings go some way in explaining why I've reached this decision.

I must consider this complaint impartially and look at whether BG acted unfairly in its dealings with Mr F. I have considered what BG has presented as evidence and Mr F's main complaints which are firstly the delay and secondly, the poor level of service he received from BG.

Mr F said that BG took 45 days to complete the repair. BG don't accept the delay as it felt that it completed the repair within a reasonable time. Having reviewed the evidence, I agree with BG and I'll explain why. Mr F contacted BG in January, it attended to fix the consumer unit and advised Mr F to change it which he declined. Unfortunately, a few weeks later, Mr F reported that there was an issue with the unit and BG attended to fix it on the same day.

I can see that BG made the unit safe but couldn't complete the repair on that day, due to lack of time and parts needed. So I don't think it's unreasonable for BG to have scheduled to carry out the work on another day.

The date of the original appointment was brought forward, and the repair restored most of the power and all the heating in Mr F's home. But because some of the power couldn't be restored, BG advised Mr F to change the consumer unit, which he did. Around a week later the unit was completely repaired. I am satisfied that BG carried out the repair within a reasonable time and I don't think it's fair to say that BG caused delay here.

From the papers, I can see that Mr F raised another complaint as his consumer unit kept short circuiting. I have read all the email correspondence that he sent to BG and I can understand the frustration that he felt as he perceived that BG were ignoring him. I agree that BG ought to have attended to him much sooner than it did. But having reviewed the evidence, I don't think the electrical fault that was happening, can be fairly blamed on anything BG did.

I have next looked at the level of customer service that Mr F received. BG has admitted that there was a failure on its part to adequately respond to Mr F's emails and accepts that there were appointments that were missed or rescheduled late. All of which, I can appreciate would've been stressful for Mr F.

I have reviewed the terms and conditions of the policy document and I can find no term that allows for alternative accommodation, in the circumstances of a claim like the one Mr F made. Despite this, BG agreed to pay for the second night's stay at the hotel and have offered to pay for the first night stay, provided Mr F produces the invoice for that date. I note the offer doesn't extend to include any beverages at all and I can't say that it would be fair to direct BG to pay for those. So I think that BG has been fair in offering to pay the alternative accommodation, given the hotel costs aren't strictly covered.

In assessing the compensation offered, I've considered the delay, the level of customer service BG provided to Mr F and the effect this would've had on him and his family. Whilst I agree that there were some shortcomings in BG's treatment of Mr F, I am satisfied that the £350 offered in compensation, for the trouble and upset it caused is fair

If the compensation hasn't already been paid to Mr F, he can contact BG to accept this payment if he wants to and produce the invoice for the first night stay at the hotel, so that BG can consider reimbursement.

I am satisfied that BG's offer is fair in the circumstances and I won't be asking BG to do anything more to resolve this complaint.

My final decision

British Gas Insurance Limited has already made an offer to pay £350 for the trouble and upset it caused and I think this offer is fair in all the circumstances. My decision is therefore that British Gas Insurance Limited should pay £350 compensation, if it hasn't already done so

It has also offered to refund the cost of the hotel stay, for the first night, on receipt of the invoice.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 3 November 2020.

Ayisha Savage
Ombudsman