

## **The complaint**

Mr T made a claim under his home emergency policy, he complains that British Gas Insurance Ltd's engineer damaged his wardrobe whilst repairing his boiler.

## **What happened**

Mr T contacted British Gas in March 2021 to make a claim under his home emergency policy as he had no heating or hot water. An engineer attended the same day and fixed the boiler, which was found to be the cause of the problem.

Unfortunately, Mr T's wardrobe was damaged by the engineer whilst he was carrying out repairs. Mr T says he asked the engineer to make a note of the damage. He recalls that the engineer said "*no*" and also said "*I know all about you*". Mr T complained to British Gas about the damage and the engineer's comments.

British Gas provided a final response to Mr T's complaint in May 2021. In this it says it arranged for photographs to be taken of the damage and passed the claim to its claims handlers. It says it regrets some delays that occurred due to miscommunications in handling Mr T's claim.

In its letter British Gas confirms an offer had been made to Mr T to settle his claim for damage. It says it understood he did not want anyone visiting his property, which is why a cash offer was made. It also says it is aware Mr T does not accept its offer.

British Gas says the engineer's comments and behaviour were highlighted to his manager. It says it cannot comment further on the outcome of what was discussed but assures Mr T the matter was treated seriously. The letter says Mr T had been offered £100, which was increased to £250 to acknowledge the distress the incident had caused him, which he had declined.

Our investigator looked into the matter. He decided not to uphold the complaint. He felt the offer to either repair or provide a cash payment for the damage to the wardrobe was fair. He also decided the payment British Gas had sent to Mr T adequately acknowledged the delays and upset he had experienced. And felt it had responded appropriately and fairly to the issue of inappropriate behaviour.

Mr T disagreed and requested that an ombudsman review his complaint. It has now been passed to me to decide.

## **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.

I have decided not to uphold Mr T's complaint, and this is for broadly the same reasons set out by our investigator. Let me explain.

Mr T is unhappy with what the engineer said to him during his visit and with the damage

caused to his wardrobe. I will consider these two points separately below.

### *Wardrobe damage*

Mr T received a response to his complaint two and a half months after the engineer's visit. This time frame seems excessive. Mr T contacted British Gas with his concerns at the time the damage was caused. I also note from his comments that he alerted the engineer to the damage straight away. I think it's reasonable to expect the company to have responded more quickly.

The email from British Gas says the damage to the wardrobe can be repaired and that Mr T had requested a cash offer. It says it was prepared to offer a payment of £250, which is the same as the cost it would incur to arrange the repair. However, the email also says that should Mr T prefer, it will still arrange for a repair to be carried out.

Mr T was not happy with this settlement offer. He asked that the offer be increased. British Gas did not agree. Mr T says when he later asked the company to carry out the repair, it was only willing to provide the cash settlement. Our investigator has been in touch with British Gas on this point. It has confirmed a repair is now being arranged.

There is little in the policy terms to confirm what will happen in these circumstances. That said it's reasonable to expect the company to take responsibility for the damage caused.

The general principle here is that British Gas should put Mr T back in the position he was in before the damage occurred. I note Mr T was not satisfied with the cash settlement offered. However, in arranging a repair I'm satisfied he is placed back in the position he was in before his wardrobe was damaged. I cannot reasonably ask it to do any more to resolve this point.

That said, there was a delay in the company's initial response to the claim, and when Mr T later decided to accept the offer of a repair. British Gas has provided a total payment of £250 in compensation. Part of this is to acknowledge its delays. I think this is fair in these circumstances.

### *Engineer's behaviour*

Mr T says the engineer caused him distress when he made the comment "*I know all about you*". This was after he had noticed the damage to the wardrobe and had raised this with the engineer. Mr T says he wants to know what the engineer meant.

In its final response letter British Gas says the engineer's behaviour and the comments made, were brought to his manager's attention. It explains it cannot divulge the outcome of the discussion for data protection reasons but emphasises the matter has been treated seriously.

I was not present at the time Mr T and the engineer spoke and there is no way for me to independently verify what was said or understand the intention behind it. However, I don't dispute Mr T's recollection of his conversation with the engineer. I can understand why he raised concerns with what the engineer said to him and appreciate why he felt distressed.

From the detail provided to this service, I'm satisfied the engineer's behaviour has been brought to the attention of the relevant manager, and this was investigated. I agree with British Gas in that it would not be appropriate to divulge further detail of the outcome of its internal investigation. However, it is appropriate that an apology was offered for the upset Mr T felt.

British Gas initially offered Mr T a payment of £100 to acknowledge the distress and inconvenience he had been caused. This included a component for the delay in dealing with the wardrobe damage. This was later increased to £250 as Mr T did not think this was enough. He declined this offer, although I note British Gas issued a cheque.

Taking all of this into consideration, I'm satisfied British Gas did provide poor service and Mr T has been caused upset through his dealings with its engineer. But I think it has been fair in agreeing to carry out the repair to the wardrobe and in paying £250 compensation for the distress and inconvenience caused. So, I can't reasonably ask British Gas to do anything more to resolve this complaint.

### **My final decision**

My final decision is I do not uphold this complaint about British Gas Insurance Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 12 October 2021.

Mike Waldron  
**Ombudsman**