

## **The complaint**

Mrs M complains about the service provided by British Gas Insurance Limited for two claims on her HomeCare policy.

## **What happened**

The details of this complaint are well known to all parties, so I won't repeat them again here. The facts about what happened aren't in dispute, so I'll focus on giving my reasons for my decision.

## **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've decided not to uphold Mrs M's complaint. I'll explain why.

The terms and conditions of the policy refer to "reasonable timescales" and say:

"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. During epidemics or pandemics, we will adhere to Government guidelines concerning restriction of non-essential travel and may have to reschedule your repair or visit until such time as the restrictions have been eased."

A number of issues seem to have affected British Gas' ability to visit to repair Mrs M's appliance and heating. The combination of industrial action and the Covid-19 restrictions meant British Gas was unable to visit. I think overall that was reasonable, as the Covid-19 restrictions, in particular, limited the type of visits that were allowed to take place and meant that British Gas was primarily dealing with emergencies. British Gas didn't classify any of Mrs M's repairs as an emergency, which having looked at each of the issues, I think was reasonable in the circumstances.

I note Mrs M said the Government guidance at the time didn't prohibit home visits, which I accept, but it was up to British Gas to make a choice on how it implemented the guidance for the safety of its customers and employees. So this was a decision for them, and not one in which we get involved.

Mrs M also reported a breakdown of her boiler whilst she was waiting for British Gas to attend to her heating issue. British Gas weren't able to send an engineer out sooner than the appointment they had already given her, so they said Mrs M could appoint her own engineer and they would reimburse her the cost. I think this was the right and reasonable thing to do in the circumstances. I can see Mrs M did get the boiler repaired by the third party. Mrs M provided the invoice to British Gas and I understand this has now been reimbursed although I acknowledge there was a delay in the payment.

I've considered that a number of appointments were cancelled and at times little notice was given to Mrs M. So I think British Gas could have handled things better here. British Gas acknowledged this and initially offered Mrs M £69.50 off the premium she paid for the appliance part of the policy and a further £70 as good will. They later increased the offer by a further £150 in recognition of the poor service provided.

I appreciate Mrs M feels the compensation already offered falls short of an acceptable amount, given what she's said about the time she and Mr M had to take off work and the inconvenience of having to deal with the issues. But when looking to make an award for distress and inconvenience we look at the overall impact a business' mistake had on the complainant – rather than awarding compensation based on units of time or at a complainant's hourly rate. I see no reason to depart from that approach in this case.

And as the investigator also explained, the rules we must follow say we aren't able to consider the impact on Mr M. One of these rules sets out who is eligible to refer complaints to our service – this can be found at DISP 2.7. Mr M needs to fall within one of these definitions at the time of the complaint for us to be able to look into things that may impact him. For Mr M to be eligible to be part of this complaint to us about British Gas, he must fall within one of the relationships set out in DISP. These relationships include being a customer of the business. In this case Mrs M was the sole policyholder and Mr M isn't a customer of British Gas for the purposes of this policy.

I know Mrs M will be disappointed with my decision but it's not in this service's remit to punish a business for providing a poor service. Our awards for distress and inconvenience tend to be modest. Looking at the impact this matter has had on Mrs M I think the £289.50 as compensation is fair and reasonable and in line with what this service would generally award in similar circumstances. So I wouldn't ask British Gas to increase this amount.

I also note that Mrs M raised some concerns about the selling practices of British Gas, however the information provided doesn't relate to the issues Mrs M has raised about the service she received during these two claims. And the information she has given us relates to sales of policies earlier this year but as Mrs M purchased her policy some years ago I don't think these matters are relevant here either.

### **My final decision**

British Gas Insurance Limited have already made an offer to pay £289.50 to settle the complaint and I think this offer is fair in all the circumstances. So my decision is that British Gas Insurance Limited should pay £289.50 in total to Mrs M if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 10 January 2022.

Jag Dhuphar  
**Ombudsman**