

The complaint

Mr R complains about the service provided by British Gas Insurance Limited under his home emergency insurance policy.

What happened

I issued a provisional decision on this matter last month, part of which is copied below:

“Mr R had a HomeCare policy with British Gas that included repairs to his home electrics. A British Gas engineer attended Mr R’s property in December 2020 as he had a problem with a light switch on the landing. The engineer said he couldn’t repair the switch without causing some damage as it had been plastered over. Mr R wanted to know how much damage he would make and who’d be responsible for repairing it. The engineer couldn’t say how much damage would be caused and he left the property without repairing the fault.

Mr R complained to British Gas. He said the engineer had been rude and difficult, he’d left without completing the job and he’d left a note about an electrical safety issue without discussing that with him. Mr R paid a third-party to complete the repair and he asked British Gas to reimburse him for that cost. He also asked it to reimburse him for the cost he’d incurred in travelling to and from the property, which was a rental property. And compensation for the time he’d wasted and the inconvenience it had caused.

British Gas agreed that its engineer had been unable to give simple information or offer any reassurance about the extent of the damage that would be caused. It said it was very sorry for the stress and inconvenience these issues had caused and said it would pay Mr R £155 to reimburse him for the cost of the third-party engineer who repaired the electrical fault. It said it wouldn’t normally consider travel costs as part of the HomeCare cover but said it was happy to pay £120 on this occasion as a gesture of goodwill. Mr R wasn’t happy with this response so brought his complaint to this service.

Our investigator didn’t think British Gas needed to do anything more. He didn’t think the engineer had acted unreasonably in not being able to say how much damage would be caused to the switch and not carrying out the repairs. He also thought British Gas had done enough to make Mr R aware of any danger. He noted that it had accepted it had provided a poor service and compensated him for that. He thought that offer was fair.

As Mr R didn’t agree with the investigator’s view, the complaint has been passed to me to make a final decision. He said he wanted to focus on British Gas’s policies and practices, particularly the way it handles complaints. He also wanted to focus on the obstructive nature of its engineers and the general service it provides. Mr R said British Gas should pay him a total of about £1,600 for his lost time, his travel costs and for the repair work he had to pay for.

What I’ve provisionally 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 can see that Mr R is concerned about the approach taken by other engineers he's had contact with, and other occasions when he's contacted British Gas. But my decision will only focus on the events of December 2020 and Mr R's complaint about those issues. British Gas investigated and responded to those issues and I don't think it would be fair to consider other matters it hasn't had an opportunity to consider.

I can also see that Mr R is concerned with the way British Gas handled his complaint, and with the way it handles complaints more generally. As complaints handlings isn't a regulated activity that falls within the remit of this service, I'm not able to consider those matters.

The root cause of Mr R's complaint is the service provided by a British Gas engineer who attended his property in December 2020. The engineer noted that the switch he was being asked to repair was plastered over and he was unable to remove it without causing damage to the plasterwork around it. The note adds that Mr R was rude. For his part, Mr R says the engineer was rude, difficult and refused to engage with him. He says the engineer couldn't say how much damage would be caused or whether he would repair or make good any damage that was caused.

Whatever was said, the engineer left the property without repairing the switch. He also left paperwork about an electrical safety issue, which Mr R believes should have been discussed with him.

There's no recording of the conversation between Mr R and the engineer and no independent evidence to support one person's word against the other. It would be difficult to make a judgement about who was right or wrong in a situation like this. But I don't think I need to. British Gas has agreed that the engineer didn't provide a good service. It's apologised, provided a total of £275 for the costs he incurred and the distress and inconvenience caused. And said it would take up the issue with the engineer as part of ongoing training and development. So, I don't think I need to say anything more about the incident itself. The outstanding issue for me to consider is whether British Gas needs to do anything more to put things right. And I think it does. Let me explain why.

If the engineer had provided a better service and repaired the electrical fault on the day, Mr R wouldn't have needed to pay a third-party to repair the switch. Mr R said that cost him about £155. Although he later said it was £145. British Gas paid him £155 so I think that's reasonable and I wouldn't expect it to do any more.

Mr R also said he had to travel to the property on three occasions and that cost him a total of £185.60. Mr R would always have needed to travel to the property at least once, so I don't think British Gas should reimburse him for that cost. It paid him £120 for two journeys that would otherwise have been unnecessary. And I think that's reasonable. Mr R wouldn't have needed to spend those amounts if the engineer had repaired the electrical fault as he should have done and so I think it's reasonable to expect British Gas to reimburse him for that financial loss.

British Gas apologised for the distress and inconvenience it caused but didn't pay any compensation for that. And I think it should. British Gas's poor service has caused Mr R a significant amount of inconvenience. He's had to arrange for a third-party to repair the electrical fault. He's had to travel to the property when that shouldn't have been necessary. And he's had to take time out of his day to pursue the matter with British Gas. Mr R believes British Gas should also pay him nearly £1,300 for time he lost dealing with this matter. He's set out the amount of hours he's lost and worked out how much he thinks it should pay him per hour. I can understand why Mr R has done that but I don't think it's always helpful to list all the different ways a consumer has been impacted, with an associated cost for each one, as there isn't a formula for calculating the overall impact. The approach this service takes in

situations like this is to look at all the circumstances and decide a total figure that we think puts right what happened. Having done that in this case, I think an amount of £250 would be a reasonable way for British Gas to recognise the impact on Mr R of its poor service.

My decision

For the reasons I've given above, I'm currently intending to uphold Mr R's complaint and direct British Gas Insurance Limited to pay him a further £250 for the trouble and upset caused by its poor service."

Responses to my provisional decision

British Gas didn't think further compensation was justified. It said it hadn't refused to carry out the repair and it was Mr R's choice not to have it done. It didn't agree this situation had caused Mr R distress and inconvenience as it had given accurate advice on the day. It had highlighted a potential issue and as a result of Mr R's decision to decline the repair, he had to make a further trip to the property. British Gas felt the service it had provided had fully met its obligations under the policy Mr R had paid for.

Mr R said he welcomed my provisional decision but disagreed with parts of it. In particular, he disagreed with the amount of compensation I had suggested and the reasons for not awarding him the £1,300 he believed was justified for the loss of his time and the significant service failures he had experienced.

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 considered the evidence again, including the points made by British Gas and Mr R, I'm not persuaded to change my findings.

I've noted what British Gas has said but I think this contradicts what it said previously in its final response to Mr R's complaint. In that response it agreed with Mr R's complaint that its engineer had been unable to give him simple information or offer any reassurance that the work would cause significant damage to his property. It also said the matter would be dealt with as part of ongoing training and development, further indicating that the service provided hadn't been as good as it should have been. British Gas also apologised for the stress and inconvenience these issues had caused Mr R so I don't think it's fair to now say it hadn't caused any.

As I said in my provisional decision, we don't know what was said on the day and there's no independent evidence to support one person's word against the other. But British Gas accepted its engineer could have provided a better service. Had they provided more reassurances and explained the situation better, I think it's more likely than not the outcome would have been different and the complaint wouldn't have arisen.

I've also taken account of what Mr R has said about the level of compensation I've suggested. But having reviewed matters and looking at things in the round, I'm satisfied that a further £250 is a fair and reasonable amount to ask British Gas to pay Mr R for the distress and inconvenience caused.

Putting things right

In light of the distress and inconvenience caused by British Gas's poor service, I think it

should pay Mr R £250 to recognise that impact. That amount is in addition to the £275 it paid Mr R previously.

My final decision

I uphold this complaint and direct British Gas Insurance Limited to pay Mr R a further £250 for the trouble and upset caused by its poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 3 August 2022.

Richard Walker
Ombudsman