

The complaint

Mrs S complained about the poor level of customer service and workmanship she received from British Gas Insurance Limited ("British Gas") under her Home Emergency policy. Mrs S has had some representation during this complaint, but for ease and simplicity I will only refer to Mrs S.

What happened

Between September 2021 and May 2022 Mrs S made several claims under her policy in relation to issues with her home electrics, central heating and kitchen appliances. Mrs S was unhappy with the number appointments that British Gas cancelled and the delays in getting things sorted during this period. She said this had an impact on her family with time taken off work.

Mrs S said British Gas didn't fit a new light that it had said it would install. Mrs S was unhappy as she thought British Gas had made unnecessary damage when repairing one of her lights and washer dryer.

British Gas said, *"we have failed to deliver a satisfactory level of service regarding multiple delayed appointments and misinformation provided to you"* and it paid Mrs S £350 in compensation for the distress and inconvenience it caused. However, it disagreed that its engineers had caused unnecessary damage to her property and said as the new light was an upgrade job, it was chargeable work and therefore, not something it could consider.

Our investigator decided not to uphold the complaint. He thought British Gas had compensated Mrs S fairly for the issues with the appointments. He thought the damage caused to Mrs S' wall was reasonable for the repair that had taken place and he thought British Gas had repaired this in line with the terms and conditions of the policy. Mrs S disagreed, so the case has been referred to 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.

British Gas has accepted its standards of service fell below a reasonable level in the delayed and cancelled appointments during the period in question. So, I have considered whether I think the £350 compensation is reasonable in these circumstances for the distress and inconvenience Mrs S experienced. The timeline of events was well documented by our investigator and this hasn't been challenged, so I won't repeat this detail here.

There are a mixture of things going on here:

- Additional "follow-on" appointments were required from previous work as new faults were found when investigating the original issue
- On occasions, an engineer turned up slightly late for an appointment

- British Gas notified Mrs S in advance on a few occasions that it needed to re-schedule an appointment

Considering Mrs S claimed on her policy many times for different issues and some of these issues needed follow-up work, I don't think the number of visits by British Gas is unreasonable. I think it was trying its best to resolve Mrs S' issues. I think with any claim there will be a level of inconvenience caused by the issue itself. Overall, given the number of issues, I think British Gas dealt with these and where there was a problem it let Mrs S know in advance that it needed to re-schedule an appointment. I don't think this is unreasonable.

However, I can see there were additional issues related to specifically fixing a light. An engineer didn't turn up at all when scheduled. Then, then when the engineer did turn up for the subsequent appointment it turned out the wrong lights had been ordered so the appointment needed to be rearranged. I think this would've been frustrating and would've inconvenienced Mrs S. However, I do think the £350 compensation offered is reasonable in these circumstances. Our service views this as a significant award and I think its suitable for what went wrong. So, I don't uphold this part of the complaint.

In respect to the additional light that British Gas said it wouldn't fit under the policy as it was an upgrade job. British Gas investigated this. It apologised that its engineer had made a mistake in offering this initially. It explained upgrade work wasn't covered under the policy, so it shouldn't have been offered. To try and make amends, British Gas provided a quotation to do this work which it didn't need to do. Although, Mrs S chose not to have this work done in the end, I think British Gas managed this situation fairly and I don't think it's fair to have expected it to do anymore.

Mrs S said British Gas made unnecessary damage to her walls when repairing an outside light and had damaged her washer dryer. A British Gas customer delivery manager investigated the concerns that were raised. By appointing a manger to thoroughly investigate, I can see that British Gas has taken the complaint seriously. The investigation concluded the fault on the dryer washer wasn't related to the initial repair. The manager *"confirmed the holes left on the brick wall were as a result of making a repair. [The manager] attended and it was agreed the holes would be filled, as per our terms and conditions in making good. We therefore can't consider replacing the bricks"*.

I think British Gas has followed a reasonable process in sending out a manager to assess the damage. He concluded it was reasonable damage when considering the repair. I haven't seen any other evidence to suggest the damage was caused unnecessarily. I have reviewed the terms and conditions to see what British Gas' responsibilities were. In page 3 of their booklet it states *"access and making good - getting access to your appliance or system, and then repairing any damage we may cause in doing so, by replacing items such as cabinets or cupboards that we've removed and by filling in holes we have made and leaving a level surface. See page 29 for more details"*.

British Gas said it filled the holes in line with these terms and conditions. As I haven't seen any evidence to suggest it didn't do this I can't say it has been unreasonable. Therefore, I don't uphold this aspect of the complaint.

In summary, I think British Gas has compensated Mrs S fairly for the issues it has caused and otherwise has acted in line with its responsibilities under the terms and conditions of the policy. Therefore, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require British Gas Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 14 September 2022.

Pete Averill
Ombudsman