

The complaint

Mrs B is unhappy about the service received following her claim under her British Gas Insurance Limited's (BG) home emergency policy.

What happened

Mrs B had issues with her radiators and central heating system, so she contacted BG to get this investigated and fixed. Numerous visits and attempts to put matters right took place. This included after one visit Mrs B suffering a leak from her boiler that caused damage to her home. This list of issues isn't the full extent of the problems Mrs B encountered but for example she spent some time without hot water, engineers turned up unexpectedly, didn't turn up for arranged appointment times and gave contradictory advice about the issues and the condition of her boiler. In the end Mrs B had to pay for a new boiler. There were delays with the repairs and the parties dispute who was to blame for the delays.

In view of the poor service she received Mrs B complained and BG accepted that the service it had provided had been lacking. BG offered £200 as a goodwill gesture for the difficulties this had caused Mrs B. BG later increased the offer to £300.

Our investigator upheld the complaint. She said the service from BG hadn't been good enough. She said the impact on Mrs B had been far greater than the amounts offered by BG. Our investigator said BG should add another £400 on top of the original £200 offer to make a total of £600. She said this was fair and reasonable based on the impact all of the issues Mrs B had suffered.

Neither Mrs B or BG accepted this, and both asked for the matter to be passed on to an ombudsman for a final 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.

To be clear this complaint is only about all of the issues up to the point when British Gas issued its final response letter in December 2021.

Mrs B has explained to this service how all of the problems with BG have impacted on her.

BG say it accepted errors had been made. But it said it apologised and offered fair compensation.

Mrs B has also highlighted that she suffers from certain medical conditions and she had to try to make the appointments with BG around her own medical arrangements. Mrs B spent considerable time making telephone calls and arranging return visits with BG. The file includes a lengthy list showing just how many visits were required to put right the issues Mrs B was facing. BG said that sometimes part replacements are carried out and this highlights that the problem is with something else. It said when this does happen further

work then needs to be done. I think this just builds up a picture of how things went wrong and continued to get worse before BG were able to rectify the issues.

It's clear that BG realised it had made mistakes and the service was lacking. It apologised and offered £200 and increased this to £300 as compensation for this. But I don't think it's enough. Living without hot water for several days would have been hard for Mrs B with her health issues. Mrs B had to contend with conflicting information suggesting firstly that her boiler was fine and then later being told it needed to be replaced. Mrs B said she hadn't suffered any leaks previously and the leak only started after BG had worked on the boiler.

There were missed appointments, engineers turning up unexpectedly and delays to repairs to contend with too. What appears to have been a relatively routine repair led to issue after issue including poor workmanship and damage to Mrs B's property. There's no doubt this impacted badly on Mrs B.

Mrs B mentioned that she had been sent a cheque by BG for £200 but she hadn't cashed it as she didn't accept it was enough. Based on the problems and the distress and inconvenience in this case I think a total of £600 is fair and reasonable compensation. BG should either arrange payment directly into Mrs B's bank account or send her a new cheque. Mrs B should confirm with BG which payment method would suit her.

Unfortunately, this doesn't appear to be the end of the matter. There still seems to be some dispute over some items of contents (such as a quilt) and a ceiling fan. BG said it needs Mrs B to provide it with details of the contents she thinks haven't been settled. BG also said the ceiling fan wasn't removed so Mrs B would need to provide it with further details for it to consider this. I accept that any outstanding points should be dealt with directly between Mrs B and BG and hope that settlement can be reached. If these matters can't be resolved, then anything that remains outstanding can come back to this service as a new complaint.

Putting things right

Pay Mrs B £600 compensation for her distress and inconvenience.

My final decision

I uphold this complaint.

I require British Gas Insurance Limited to:

- pay Mrs B £600 compensation for her distress and inconvenience.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mrs B accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 20 October 2022.

John Quinlan
Ombudsman