

## **The complaint**

Mr I complains about British Gas Insurance Limited's (British Gas) handling of a claim made under his home emergency policy.

## **What happened**

In April 2022, Mr I made a claim on his home emergency policy. He experienced a problem with his boiler and says he was without heating or hot water for six days. An engineer attended his property to carry out a repair but Mr I says there were further problems with the engineer, and that he damaged Mr I's parked car.

Mr I complained to British Gas. It reviewed what had happened and on 15 July 2022, a total payment of £80 for the damage to the car and a £90 compensation payment was offered to Mr I.

Unhappy with this, Mr I referred his complaint to this service. It was considered by one of our investigators who said she thought the compensation offered represented a fair outcome. As Mr I didn't agree, this matter has been passed to me.

## **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.

While I've considered the information provided by both sides, I've only included a brief summary here. This isn't intended as a discourtesy, but instead reflects the informal nature of this Service.

As both sides are aware, I don't consider the complaint about the damage to Mr I's car (whether it occurred before or after the boiler repair) to be something this service can look into. I don't consider this is a regulated activity or that I could say it was ancillary to the regulated activity of carrying out a contract of insurance – which here is the boiler repair.

So, my decision focuses on Mr I's comments about the delay in British Gas attending his property. I've reviewed the notes made by British Gas when Mr I called and logged his concerns about the boiler. These notes reflect in the first call, Mr I was taken through various checks to make sure the boiler was safe. When Mr I called back the following day, he said he turned the boiler off due to the noise it made.

Based on what I've seen, I'm satisfied British Gas took adequate steps to assess the urgency of the situation around Mr I's boiler. Having done so, it decided there was no vulnerability and scheduled the next available appointment – several days later. But Mr I chose not to use his boiler until British Gas attended his property. I haven't seen anything to suggest he did so based on advice from it. So, while I accept there was some inconvenience experienced by Mr I, I consider this stems from the decision he made to go without heating and hot water, rather than any action British Gas took.

Mr I also says British Gas didn't communicate with him within a timeframe he thinks was reasonable. A financial business has eight weeks in which to respond to a complaint from a consumer. Mr I says it took over four weeks for his complaint to be acknowledged. I can understand this was frustrating but against this background I'm mindful that there wasn't any outstanding repair required. While I can see there has been some level of frustration and inconvenience, I'm satisfied the £90 offered by British Gas in respect of this is fair and reasonable in the circumstances. I'm not going to require British Gas to increase its payment.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 12 December 2022.

Emma Hawkins

**Ombudsman**