

The complaint

Ms C complains about the service she received from British Gas Insurance Limited when she tried to claim on her home emergency insurance policy.

Any reference to British Gas in my decision includes the actions of its agents – such as engineers carrying out visits or work on their behalf.

What happened

The background to this complaint is well known to both Ms C and British Gas. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Ms C had a home emergency insurance policy with British Gas. In July 2020 she had some issues with a toilet leaking. British Gas arranged for an engineer to visit Ms C's property. Ms C says the repair caused further damage to her property. Ms C wasn't satisfied the issue had been resolved and complained to British Gas about it and the general service received – including cancelled appointments and the time taken overall.

British Gas didn't uphold Ms C's complaint and she referred it to our Service for an independent review. Our investigator recommended the complaint be upheld, but as British Gas didn't accept their recommendations, the complaint has been referred to me for a final decision. Your text here

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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. Where there's a difference of opinion on what's happened between both parties, I've to reach my decision based on what I think is more likely than not to have happened – based on the available evidence.

Our Service is an evidence based organisation. I've noted that British Gas were asked numerous times to provide evidence to support their position – but instead provided incomplete submissions or simply didn't respond until further chasers were sent by our investigators. I'd remind British Gas that under the relevant DISP rules, they're obliged to co-operate with our Service once a complaint that we can consider is referred for our consideration.

The relevant DISP rules for the approach I'm taking here are DISP 1.4.4 and DISP 3.5.14:

“Co-operating with the Financial Ombudsman Service

Where a complaint against a respondent is referred to the Financial Ombudsman Service, the respondent must cooperate fully with the Financial Ombudsman Service and comply promptly with any settlements or awards made by it.”

And: "If a respondent fails to comply with a time limit, the Ombudsman may:

(1) proceed with consideration of the complaint; and

(2) include provision for any material distress or material inconvenience caused by that failure in any award which he decides to make."

I've had to rely on the available evidence when coming to my decision. That is - the information available to me now, after both parties were given a fair opportunity to provide any supporting evidence they wished to rely on to support their position.

Based on the evidence, I find that:

- The initial remedial/repair works weren't completed to an acceptable standard and this led to further issues for Ms C. This needs to be rectified.
- British Gas have very poorly dealt with the ongoing issues after the claim – across a long period of time – causing avoidable delays. British Gas need to compensate Ms C for the service they've provided I'm not persuaded by British Gas' defence that Ms C didn't engage fully with them to allow the issues to be resolved. From what I've seen, she made a reasonable effort to communicate the issues and try to arrange suitable times for visits to happen.

It's understandable that when her complaint was with our Service, Ms C may not have engaged fully with British Gas after that point - as they'd already had sufficient time to try and resolve the issues.

Putting things right

- Pay Ms C £350 for any trouble and upset caused by the poor service they've provided and avoidable delays caused.
- Ms C has provided our Service with an independent quote for the cost of the required remedial works (arising out of British Gas' first repair). Dependant on whether the works have been carried out yet or not, British Gas should:
 1. if the repairs haven't happened - arrange a suitable repair, at no cost to Ms C; or
 2. if the repairs have happened - reimburse Ms C, subject to reasonable proof of her costs. British Gas should add 8% simple interest to any reimbursement from the date Ms C made payment until the date British Gas make payment to her.

My final decision

My final decision is that I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 14 December 2022.

Daniel O'Shea
Ombudsman