

## **The complaint**

Mr A complains about his home emergency insurance policy with British Gas Insurance Limited.

Any reference to British Gas includes the actions of any agents – such as engineers acting on their behalf.

## **What happened**

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

Mr A had a home emergency insurance policy with British Gas. In November 2021, Mr A reported an issue with his dishwasher and British Gas arranged a number of visits to Mr A's property.

Shortly afterwards, Mr A let British Gas know he was unhappy with how they'd handled things and alleged that their engineer was responsible for a freezer defrosting - resulting in a loss of food worth around £360. Mr A made a separate claim against his home insurance policy with another insurer for the loss. Mr A also expressed dissatisfaction with pipes he alleges were damaged by a British Gas engineer.

British Gas considered the complaint and offered Mr A a total of £175 for the service he'd received.

Remaining unhappy, Mr A referred his complaint to our Service for an independent review. Our Investigator considered the complaint but didn't recommend that British Gas needed to do anything further. Mr A didn't accept the recommendation and his complaint has been referred to me 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.

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 an alternative version of events 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.

*Was the loss or damage Mr A is claiming for caused by the actions of British Gas' agents?*

Mr A says he's suffered two separate losses. The first was the defrosting of food in a freezer which he says was caused by the engineer's actions. British Gas have disputed this and said their engineer didn't go near the freezer during their visits.

On balance, I've not seen sufficiently persuasive evidence to conclude that British Gas are liable for the loss here. The defrosting process can take many hours and often freezers (similar to fridges) will have an alarm or alert to indicate when a door is left open. I appreciate this will vary dependant on the model. I've also kept in mind that the engineer hadn't been called out to deal with any freezer issues - so they would've had no good reason to be interfering with a freezer.

The other loss alleged was damage to plumbing/pipes. In a call with our Service, Mr A said an engineer damaged a pipe when moving the dishwasher. The job notes from British Gas indicate that the pipes in question were blocked by grease or fat. Again, there's no strong, persuasive supporting evidence – such as an independent report, that would allow me to fairly conclude that British Gas damaged the pipe work.

#### *Other issues raised*

Mr A was unhappy with a claim being recorded against this policy. But, as he's claimed against this policy - British Gas can fairly record that a claim has been made.

In June 2022, Mr A enquired about cancelling the policy because of his dissatisfaction and a cancellation fee of around £100 was generated. This was in line with the relevant policy terms as a claim had been made on the policy. On this and the previous point, I don't find that British Gas have treated Mr A unfairly.

I've noted that Mr A has referred to making a claim on his home insurance policy (with a different insurer) following these events. As I've not found supporting evidence to fairly conclude that British Gas are at fault for the defrosting issue or the pipework damage, I won't comment further on this or any policy excess that Mr A has had to pay on another policy.

#### *How have British Gas treated Mr A overall?*

I've noted Mr A has raised an issue with a specific agent at British Gas – in particular that they'd accepted that an accident had taken place during the engineer's visits but then changed the narrative. Whilst complaint handling in itself isn't a regulated activity, as outlined above - I've not seen any sufficiently persuasive evidence that British Gas are liable for Mr A's losses here and a comment/opinion that an individual agent may have made when trying to resolve a complaint doesn't override the rest of the available evidence on file here.

British Gas have acknowledged the service provided, at times, fell below what would reasonably be expected. In recognition of this, they offered Mr A £175. Having considered everything that's happened, I find this to be fair, reasonable and proportionate - relative to the impact on Mr A. I don't require British Gas to do anything further here.

My decision may disappoint Mr A, but it brings to an end our Service's involvement in trying to informally resolve this dispute between him and British Gas.

#### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 28 February 2023.

Daniel O'Shea  
**Ombudsman**

