

The complaint

Miss P complains about the way British Gas Insurance Limited ["BG"] handled a claim she made on her HomeCare home emergency insurance policy.

What happened

The background to this complaint is well known to the parties, so I've included a summary here.

- Miss P has a home emergency insurance policy underwritten by BG which provides cover for a number of things in her home including repairs to her boiler.
- Miss P first identified an apparent problem with the boiler motor overrunning in January 2022 but this wasn't addressed by BG when it undertook a brief service around this time. The boiler started to develop further problems and in April 2022, it wouldn't start at all. Miss P did eventually manage to get it started but it then wouldn't turn off. So, she reported this to BG for repair under her policy.
- An initial attempt at repair was undertaken the next day but the engineer didn't find the fault and so left. Miss P got back in contact with BG as she said the boiler still wasn't working so it sent another engineer the same day who said parts needed ordering and he would need to return to fit them. He said the boiler should be turned off in the meantime.
- Over the next month or so, various visits were arranged where engineers failed to turn up or weren't available to attend at the appointed time. Miss P said she had to take time off work to be available for these visits and this caused her distress and inconvenience. The repair was completed at the end of May 2022 and the boiler could be turned back on again.
- Miss P complained to BG about the way it had handled the claim and the impact this had on her. It apologised for the delays and poor service she had received and said it would provide feedback to the people who had handled the calls with Miss P. It also confirmed it had amended the contact details on the policy and paid Miss P compensation of £125 as an apology.
- Unhappy with this, Miss P raised a complaint with this Service. Our Investigator upheld the complaint and told BG it should increase its compensation to £300. BG agreed to this; Miss P still thought this was unfair so the complaint has come to me for an Ombudsman's 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.

My role as an Ombudsman at this Service is to say how complaints should be resolved

quickly and with minimal formality. That means I will focus on what I consider to be the crux of the complaint and may not comment on everything raised by the parties but I can confirm I have considered everything they've said even if I don't refer to it specifically.

- It seems there's broad agreement about what happened throughout this claim and the key issue for me to decide is about the amount of the award BG should pay Miss P.
- BG has said it's not uncommon for boiler repairs not to be resolved on the first attempt as often new parts are required and initial repairs sometimes reveal further problems that couldn't be identified earlier.
- While this may be the case, I consider the total number of aborted and actual visits required to resolve this issue to be excessive. Miss P shouldn't have had to wait around for long periods of time only for engineers not to turn up or to be told none were available at the promised time. Nor should she have been without heating or hot water for a month. I think BG let her down here and I'll be keeping this in mind when considering the award I make.
- Miss P was unhappy with a number of calls she had with BG where she said its staff had been rude and had provided poor service. While I haven't been able to listen to these calls, I have kept in mind what Miss P says about the calls when considering my award. I'm pleased to see in its final response, BG said it would provide feedback to its staff about the way the calls were handled and I'm satisfied this is appropriate in the circumstances.
- Miss P also raised that BG contacted the previous joint owner of the property – who's not a party to the policy - during the claim. While I'm not best placed to say if there has been a data breach here, I have kept in mind the inconvenience this caused when deciding on the award. Miss P may wish to pursue the matter with the Information Commissioner's Office if she considers there's been a data breach.
- In summary, I'm not satisfied BG has provided the level of service I'd expect throughout this claim.

Putting things right

- It's clear to me from the evidence Miss P found the delays and the repeated appointments - both those that were missed and the ones where an engineer did attend – to be very inconvenient, requiring her to amend her work arrangements on repeated occasions over the course of the month.
- I can also understand why she found the way BG handled the claim and the lack of hot water while the boiler was turned off to be inconvenient and stressful.
- I've thought about everything I've said above very carefully, mindful of this Service's general approach to awards, and having done so, I've concluded BG should pay Miss P a further £175, on top of the £125 it's already paid, for the distress and inconvenience it caused Miss P through its poor handling of her claim.
- I acknowledge Miss P is unlikely to think this is enough, but I'm satisfied it's fair and reasonable in all the circumstances.

My final decision

My final decision is that I uphold this complaint and direct British Gas Insurance Limited to pay Miss P an additional £175 on top of the £125 it's already paid her.

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 2 June 2023.

Paul Phillips
Ombudsman