

## **The complaint**

Miss D complains about British Gas Insurance Limited's handling of her home insurance policy.

Miss D is being represented in her complaint by Mr S, I shall refer to him where necessary below.

All references to British Gas also include its appointed agents.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

I understand Mr S has strong views about what has happened. I want to assure him that I've considered everything he's provided to support the complaint very carefully. However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a discourtesy.

The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by all parties and reach what I think is a fair and reasonable decision based on the facts of the case.

Having done so, I do not uphold this complaint for these reasons:

- I understand Mr S's frustration. The boiler has required several call outs between November 2022 and January 2023. At callouts, he's been assured the boiler is working but then the same fault code has presented itself - with intermittent issues with heat and hot water.
- But from reviewing the information I have; I've seen nothing to persuade me this was because of something British Gas or its engineers did wrong. While the same fault code may have presented itself, the job information provided by British Gas shows the engineers have tested the boiler following work and it has been confirmed as working.
- It's not uncommon for successive issues to present themselves with a boiler – or for individual faults to require working through. And each time work was carried out or repairs made, to get the boiler working again. Later an issue was identified with sludge in the system. Which isn't covered under the policy. However, it's more likely than not this wouldn't have become apparent until later when the pump was removed in January 2023.

- So, while I understand Mr S's frustration of having to make multiple call outs, I'm not persuaded this means British Gas haven't fulfilled the terms and conditions of the policy.
- British Gas accepted it could have provided better service in handling Miss D's claim. And I can see as Mr S has said, there have been several examples of poor service such as missed appointments and not responding to emails.
- I also acknowledge the difficulties Mr S says the boiler issue has caused for Miss D with her tenant. Multiple calls outs, with the same fault code, including missed appointments would have been no doubt been frustrating for Miss D's tenant. However, under our rules I cannot consider any distress or inconvenience caused to a third party.
- British Gas have offered Miss D £100 compensation for the distress and inconvenience caused. I acknowledge Mr S's comments, but I feel the compensation offered is in the range of what our service would recommend, and fair in the circumstances, so I make no further award.
- I've considered Mr S's comments about revoking British Gas's licence to operate in the UK. We're not the industry regulator. Our service has power to require businesses to compensate for loss or material distress or inconvenience, and to direct a business to act in relation to an individual. However, our service doesn't have the ability to punish businesses or to order it to change its practices or systems in a more general way.

### **My final decision**

My final decision is that I do not uphold Miss D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 9 June 2023.

Michael Baronti  
**Ombudsman**