

The complaint

Mr U complains about the way British Gas Insurance Limited handled a claim under his HomeCare insurance policy.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- Mr U made a claim on his HomeCare policy in November 2022 when he experienced an electrical problem in his kitchen.
- A British Gas engineer attended and said the works required to repair the issue weren't covered under the policy and that Mr U would need to obtain a separate quote for this.
- Mr U reviewed the policy document and noted it said electrical repairs were included. He says he tried to raise the issue with British Gas. Having voiced his concerns about British Gas' service on its social media page, one of its agents contacted him to discuss the matter further.
- The agent said he would look into things and told Mr U he could expect contact from British Gas in the next few days. But this didn't happen.
- In April 2023, Mr U contacted this Service to complain about British Gas' handling of his claim and complaint. Around the same time, he contacted British Gas to arrange for a quote to be obtained for the electrical work.
- Our involvement prompted British Gas to look into Mr U's concerns. It confirmed the previous engineer had provided incorrect information by saying the electrical repair wasn't covered under the policy. To recognise its handling of Mr U's claim had fallen short and that it hadn't dealt with his complaint as it should, British Gas paid £200 compensation.
- An Investigator considered things and decided the compensation was fair. But Mr U disagreed and so, the complaint has been passed 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.

Having done so, I'm not upholding this complaint and I'll explain why.

- It's not in dispute that British Gas' engineer incorrectly told Mr U the electrical repair wasn't covered under the policy. It seems, having read the policy document himself, that Mr U realised soon after that the engineer's advice was wrong. And so, he tried to contact British Gas to sort the matter.

- Mr U says because he had difficulty contacting British Gas by phone and via its online chat service he posted his complaint to its social media page – which British Gas responded to. British Gas has explained that following this interaction a task was created for one of its teams to investigate Mr U's concerns, but it wasn't actioned. And it's paid £200 to recognise the difficulties this caused. So, I need to consider whether £200 suitably reflects the distress and inconvenience Mr U experienced.
- But before I do, I need to explain that I'm only considering the circumstances of *this* complaint and the impact on Mr U. Mr U's strength of feeling is clear – and whilst he's provided information regarding other consumers' experiences with British Gas, this isn't something I'd consider when deciding what I consider to be fair compensation.
- I accept being without full use of his kitchen for a period of approximately six months was an inconvenience for Mr U – and that this inconvenience was heightened during the festive season. And understandably, having not had his complaint dealt with appropriately compounded his feelings of frustration and disappointment with British Gas.
- But I must also consider whether Mr U could have taken reasonable steps to minimise the impact on him. Whilst he's said he repeatedly made his dissatisfaction known - by posting on British Gas' social media page – I'm not persuaded these posts brought to British Gas' attention that he had an unresolved complaint. And as Mr U didn't contact British Gas by phone to chase up his complaint – which I consider to be a reasonable course of action - I'm not persuaded his actions on social media alone demonstrate he took reasonable steps to mitigate his situation.
- To sum up, I agree British Gas let Mr U down when the engineer gave incorrect advice and it subsequently failed to deal with his complaint, but because I'm satisfied there was a reasonable way for Mr U to have sorted the problem at an earlier date and minimise the impact on him, I don't consider it fair and reasonable to ask British Gas to compensate him beyond what it already has. It follows that I'm satisfied £200 compensation is fair and reasonable in the circumstances of this complaint.
- I'm aware British Gas has already issued a cheque to Mr U for this amount, but he hasn't cashed it. If Mr U doesn't cash the cheque before it expires, British Gas will need to send him another cheque or pay the compensation by bank transfer.

My final decision

British Gas Insurance Limited has already made an offer to pay Mr U £200 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that British Gas must pay Mr U £200 compensation. If Mr U doesn't cash the cheque before it expires, British Gas must issue another cheque or pay by bank transfer.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 4 December 2023.

Nicola Beakhust
Ombudsman