

The complaint

Mrs H complains about British Gas Insurance Limited ("BGI") and the service she received after she made a claim on her HomeCare insurance policy due to an issue with her boiler.

Mrs H has been represented during the claim and complaint process by Mr D. For ease of reference, I will refer to any comments made, or actions taken, by either Mrs D or Mrs H as "Mrs H" throughout the decision, as she is the policyholder.

What happened

Mrs H held a HomeCare insurance policy, underwritten by BGI. In December 2022, Mrs H made a claim on this policy, due to a fault she noticed with her boiler and her heating system.

From December 2022 – July 2023, BGI instructed several engineers to attend Mrs H's property to fix several faults found with the heating system. But Mrs H was unhappy with the inconvenience she'd been caused during this time, so she raised a complaint.

Mrs H was unhappy with how many engineers had attended her property, without being able to complete a full and final repair. And she was unhappy with the service she received around this, including the requirement for her to chase BGI for updates. So, she wanted to be compensated for the upset and inconvenience she'd been caused. And she wanted BGI to cover some of the costs of her gas during this time, as she believed she was told the fault was causing more gas to be used over this period.

BGI responded to the complaint and upheld it. They accepted not all of their engineers' attendances may have been as productive as they could've been. And they accepted it had taken a significant period of time to ensure all of the boiler's faults had been fixed. So, to recognise this and any inconvenience caused to Mrs H, they paid Mrs H a goodwill gesture of £400. But they didn't think they needed to cover any of Mrs H's gas bills, as they showed Mrs H had used less gas in the same time period than she had in the same period the year before. So, they didn't think the boiler fault caused more gas to be used. Mrs H initially accepted the £400 payment, but ultimately she remained unhappy. So, she referred her complaint to us.

Our investigator looked into the complaint and didn't uphold it. They thought it was accepted by BGI that the service provided to Mrs H during the claim process could've been better and, that some of the attendances could've been prevented. So, they were satisfied BGI had acted unfairly.

But our investigator thought the £400 BGI paid was a fair compensatory amount, in line with our service's approach. And they explained they had seen Mrs H's gas bills during that period, in comparison to the year before, and they were satisfied Mrs H had actually used less gas, not more. So, they were satisfied the increase in gas bill cost was most likely due to rising gas prices, rather than a fault causing more gas to be used. So, our investigator didn't think BGI needed to do anything more.

Mrs H didn't agree. And she reiterated her belief that the £400 compensation paid wasn't enough to recognise the inconvenience and upset she'd been caused. Mrs H thought another £400 payment would be fair compensation and to mediate, our investigator put these thoughts to BGI. But BGI didn't think they should pay anything further and our investigators view remained the same. Mrs H continued to disagree and so, the complaint has been passed to me for a 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 the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mrs H. I appreciate she took out the policy with BGI to help assist her, both practically and financially, in situations such as the one she found herself in. So, when a full repair of her heating system took longer than she expected to be fixed completely, and in that time her gas bills increased, I can understand why Mrs H would feel unfairly treated and want to be compensated.

In this situation, I note BGI have already accepted their service fell below the standards they'd expect. They have accepted Mrs H received attendances that could've been more productive, and that ideally some of these attendances could've been avoided altogether. And they have accepted the additional attendances caused delays in the claim, and Mrs H's heating being fully repaired, which they also accept led her to take time contacting them unnecessarily. As these issues aren't in dispute, I don't intend to discuss the merits of them in any further detail. Instead, I've thought about what does remain in dispute, which is what BGI should do to reasonably put things right.

BGI have already paid Mrs H £400 to recognise the upset and inconvenience Mrs H has been caused. But Mrs H thinks this payment should be doubled, to compensate her fairly. So, I've thought about what I think BGI should fairly do, considering the payment they've already made. And having done so, I think the £400 payment is a fair one, that falls in line with our service's approach and what I would've directed, had it not already been made.

I think it adequately compensates Mrs H for the upset and inconvenience she would've no doubt been caused, needing to co-ordinate multiple attendances to her home when some of these weren't productive and failed to identify, or repair, her heating system faults.

But I think it also takes into consideration the fact that, between December 2022 – July 2023, Mrs H had access to heating and hot water for the majority of the time. And, that there were periods of time within this time frame where BGI had completed a repair, and no further action was needed for more than a month. I think it also reflects BGI's attempts to ensure an adequate repair was completed in good faith, which was shown by their willingness to replace the gas valve on three occasions, alongside further diagnostic work, to reflect Mrs H's concerns about noises that weren't always present when an engineer was at the property.

I'm also unable to say BGI should offer any payment towards Mrs H's increased gas bills as, from what I've seen, Mrs H used less gas between December 2022 – July 2023 than she did in the same period the year before. So, while I appreciate Mrs H feels she was told by an engineer the issue with her gas valve would lead her to use more gas, I don't think I have

any evidence that supports this was the case.

So, because of the above, I don't think I can say BGI should do something more than the payment they've already made.

I understand this is unlikely to be the outcome Mrs H was hoping for. And I want to reassure Mrs H I've considered all the comments and representations she's put forward. And this includes her belief the full report of the final attending engineer should be seen and considered.

But I don't think this is necessary on this occasion, as I've seen the notes provided by that engineer to BGI and I'm satisfied this is an accurate reflection of the work that was completed. And it's already been accepted by BGI that they could've most likely completed the relevant repair work sooner and made a payment to reflect this. So, I'm satisfied from all the documentation I've seen that the £400 payment BGI have offered is a fair one.

My final decision

For the reasons outlined above, I don't uphold Mrs H's complaint about British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 12 October 2023.

Josh Haskey
Ombudsman