

## **The complaint**

Mr S complains about the way British Gas Insurance Limited handled a claim under his home emergency insurance policy.

## **What happened**

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

- In January 2022, Mr S contacted British Gas to report a fault with his cooker.
- Several engineer appointments were booked but were either rescheduled or unattended by British Gas.
- In April 2022, an engineer attended and diagnosed a fault with the cooker but didn't order the replacement parts. The engineer closed the job as 'resolved' in error, which meant a follow up appointment to fit the replacement parts wasn't arranged.
- As things hadn't progressed with the claim, Mr S complained to British Gas about the service he'd received.
- In response British Gas accepted its service had fallen short. It apologised and said it should have achieved a repair sooner. In total it offered £320 compensation to reflect the difficulties Mr S had experienced. And it said it wouldn't increase the cost of his premiums at renewal.
- Mr S remained unhappy and so, brought a complaint to this Service. An Investigator considered it and recommended British Gas pay an additional £180 compensation – bringing the total compensation to £500.
- British Gas accepted the Investigator's findings, but Mr S didn't consider the compensation to fairly reflect the distress and inconvenience he experienced. 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.

- British Gas accepts it didn't treat Mr S fairly when handling his claim and its paid compensation to recognise the impact this had on him. So, what I need to decide is whether the compensation our Investigator recommended - an additional £180 - fairly reflects the difficulties Mr S experienced.
- But first, it's important to explain that whilst Mr S has said British Gas' failings had wider implications – because he says his tenants were also negatively impacted - this Service can't make awards for distress and inconvenience in respect of third parties.

And so, when determining compensation, I'm only considering distress and inconvenience experienced by Mr S.

- From reading Mr S' testimony, his strength of feeling about how British Gas has treated him unfairly is very clear. Understandably, having several engineer appointments rescheduled, engineers fail to attend appointments, parts not ordered or incorrectly ordered, and the claim incorrectly closed, culminated in Mr S feeling exasperated and stressed by the situation.
- It's disappointing British Gas only started to get a handle on Mr S' claim when he complained about the service he'd experienced. But I note there was also a delay in addressing Mr S's concerns, and I appreciate this would have compounded his frustrations.
- I accept that there might have been factors outside of British Gas' control which prevented the repair from happening as quickly – namely the availability of parts. But I agree with our Investigator that had it not been for the errors made earlier on in the claim, Mr S' cooker would have been repaired sooner and the impact of any unavoidable delays wouldn't have been as hard felt by him.
- Mr S said he lost out on income through potential overtime work when he stayed home for appointments which engineers failed to attend. We don't usually make a specific award for someone's time or calculate it using a set amount – and based on the evidence Mr S has provided, I'm not persuaded to direct British Gas to pay him what he's asked for regarding payment. But I've kept the impact of these missed appointments in mind when deciding what I consider to be fair compensation.
- Mr S has also said the delays in repairing his oven could have *potentially jeopardised* his rental income. But he's acknowledged this hasn't happened and I don't think it would be reasonable to hold British Gas responsible for circumstances which haven't materialised – though I recognise the *possibility* of it happening was a worry for Mr S.
- I understand Mr S wants compensation which far exceeds the amount our Investigator recommended. He's said it's too low and therefore, won't encourage British Gas to change its ways. It is not this Service's role to penalise and punish businesses. And the purpose of compensation is to recognise the impact a business's actions has had on a consumer – which will differ depending on the individual and the circumstances of the complaint.
- As I said above, I appreciate how strongly Mr S feels about his complaint but keeping in mind the circumstances of the claim, and the direct impact on him as an individual, I'm satisfied compensation totalling £500 is fair in the circumstances and in line with awards this Service makes in respect of distress and inconvenience.
- I understand British Gas has already paid Mr S £320 and so, it must pay Mr S an additional £180 compensation.
- British Gas also offered to freeze the cost of Mr S' premium at renewal – which is a reasonable gesture – but as Mr S has since cancelled his policy this falls away.

### **My final decision**

My final decision is I uphold this complaint and direct British Gas Insurance Limited to pay Mr S an additional £180 compensation.

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 November 2023.

Nicola Beakhust  
**Ombudsman**