

The complaint

Miss K and Mr S complain about how British Gas Insurance Limited handled their claim on their home emergency policy.

What happened

Miss K and Mr S had a home emergency policy with British Gas. In March 2022 they had a problem with their boiler and made a claim. British Gas sent an engineer to inspect the boiler the next day. He was unable to fix the issue but ordered some parts to do so.

The following day a second engineer attended. However he said the wrong parts had been ordered so he would be unable to fix the boiler. During the visit Miss K and Mr S reported that he was rude to members of the household and that they found his behaviour threatening and aggressive. And on his way out he slammed a door which spilt paint from a can onto a pair of shoes and the kitchen floor.

Miss K and Mr S subsequently made a complaint about the engineer and British Gas said he wouldn't be sent to their property again. However the following day the same engineer attended and they experienced similar rude behaviour.

They complained again and a manager from British Gas came out to talk to them and try and resolve the situation. He arranged for a different engineer to attend who fixed the boiler. He also said the poor service Miss K and Mr S had received would be investigated.

In May 2022 they received a final response letter that apologised for the poor service and offered £50 compensation.

Miss K and Mr S weren't happy with this. They said they were without hot water and heating for around a week while they waited for the boiler to be fixed. And they'd had to pay for their own alternative accommodation because this wasn't offered by British Gas.

They also said the behaviour of the second engineer had had a big impact on them, leaving Miss K anxious to be at home alone when contractors attended. They also said the manager had promised a full investigation but they hadn't heard from him again. And he said British Gas would cover the cost of the items damaged by the paint, but this hadn't happened either. They brought their complaint to this service.

Our investigator considered the issues and recommended the complaint be upheld. She thought British Gas should pay an additional £100 compensation to apologise for the distress the second engineer caused. However she didn't think it should pay for alternative accommodation for the time Miss K and Mr S were without heating and hot water as this wasn't covered under the policy.

Miss K and Mr S didn't agree with our investigator's outcome. They said they didn't think the compensation was enough to recognise the distress the engineer had caused. They also said they had an add-on to their policy that provided cover for alternative accommodation, so this should have been offered. They asked for the complaint to be reviewed by an

ombudsman.

When the complaint came to me, I came to a different outcome to our investigator. I wrote to each side to explain my provisional findings. In these I said:

'The complaint centres particularly around the behaviour of the second engineer that attended the property. Miss K and Mr S have explained that he was aggressive towards them and that they considered calling the police because of this. They've also said he spilt paint over some items of contents, including a pair of shoes, while he was there.

This incident had a profound impact on Miss K and Mr S. They've described that they were scared of the engineer and upset by his actions. They've also said they considered that he discriminated against Miss K as they treated her differently and they felt it was because of her gender.

They complained about it at the time but the same engineer was sent back the following day and they experienced further aggressive behaviour. At this point they raised the issues with a manager, who came to visit the property and said he would sort the situation out and ensure any damage was paid for. However it seems this didn't happen.

Further, it seems that the wrong parts were ordered on the first engineer visit and then the second engineer was unable to fix the boiler. This meant Miss K and Mr S were left without a working boiler for around a week, and they had no heating and hot water for that time.

Miss K and Mr S have also said that they weren't offered any alternative accommodation so they had to arrange this themselves during the time they've been without heating and hot water. They've said they had an add-on to their policy that includes cover for alternative accommodation, however I've not received a copy of any documentation to confirm this.

But regardless of whether they have this cover in place or not, I'm considering the impact of British Gas' actions on them. And here it seems that Miss K and Mr S were left without heating and hot water for longer because of British Gas' actions. According to the customer's account and the internal file notes provided by British Gas, the first engineer ordered incorrect parts for the job to be completed. The second engineer is the one who is at the centre of this complaint and he attended twice but appears to have done nothing to help resolve the issue. It wasn't until a manager got involved and a third engineer was appointed that the right part was ordered and the boiler was fixed.

So due to the actions of British Gas' first two engineers they were without heating and hot water for much longer than they should have been. Because of this I think it's fair that regardless of policy cover, British Gas should reimburse Miss K and Mr S for the cost of the alternative accommodation they paid for, on receipt of proof of these costs. It should also pay 8% simple interest on these costs to make up for the time they've been without the money.

I also think there was considerable distress and inconvenience caused by British Gas' actions. Not only did they take longer to fix the issue with the boiler, but they failed to address Miss K and Mr S' concerns about the engineer even though they were promised the issues would be addressed.

I am therefore minded to require British Gas to do the following:

- *Pay to replace any items of contents that were damaged by the second engineer knocking paint on them.*

- *Pay a total of £400 compensation to make up for the distress and inconvenience caused.*
- *Reimburse Miss K and Mr S for the cost of alternative accommodation during the period they were without heating and hot water, on receipt of proof of what they paid. It should add 8% simple interest from the date of payment until settlement is paid.'*

Response to my provisional findings

British Gas responded to say it hadn't been informed of the extent of the behaviour of its engineer and wanted an opportunity to investigate this. It also said it would need to see photos of the damaged items of contents and an invoice for the alternative accommodation before payment was made.

Mr S responded and explained the severe impact the matter had had on him and Miss K. He said it had made Miss K anxious to be at home alone when contractors were there. He also said the manager had provided reassurances that if there were further issues with the boiler then he would ensure a replacement was provided. But after this he disappeared and became uncontactable and this had been very disappointing and left them without a safety net. He said he wanted British Gas to understand the impact caused and learn from its failings.

He accepted the outcome contained in my provisional findings.

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.

In response to British Gas' comments about not having a chance to investigate already, I have explained to it that I don't agree. Mr S raised his concerns straight after the engineer visit and this resulted in a manager being sent to his property who said the matter would be fully investigated. This was in March 2022, two months before British Gas issued its final response letter. I therefore consider that British Gas were aware of the severity of the matter and had ample time to investigate. In response British Gas confirmed it had nothing further to add.

I also confirmed to both sides that I'd expect Miss K and Mr S to provide photos of any items damaged by the paint and proof of payment for the alternative accommodation before these were reimbursed.

Mr S has now confirmed that the only items damaged by paint were a pair of trainers and a small section of his kitchen floor. He has said he will provide photos of these in order for British Gas to reimburse him for replacement trainers and reasonable costs for the cleaning or replacement of the affected kitchen tile.

After considering all comments received in response to my provisional decision, as well as the information contained in the original submission, I see no reason to depart from the findings I originally laid out.

My final decision

For the reasons I've given, I uphold Miss K and Mr S' complaint and require British Gas Insurance Limited to:

- Pay Miss K and Mr S for replacement trainers and to clean or replace the kitchen tile damaged by the second engineer knocking paint on them, on receipt of evidence of the damage from Miss K and Mr S.
- Pay a total of £400 compensation to make up for the distress and inconvenience caused.
- Reimburse Miss K and Mr S for the cost of alternative accommodation during the period they were without heating and hot water, on receipt of proof of what they paid. It should add 8% simple interest from the date of payment until settlement is paid

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K and Mr S to accept or reject my decision before 24 November 2023.

Sophie Goodyear
Ombudsman