

The complaint

Miss D had complained about how British Gas Insurance Limited (British Gas) dealt with a claim under a home emergency policy.

What happened

Miss D contacted British Gas when the heating kept switching on with the hot water in the early morning. British Gas sent an engineer, who said they had fixed an issue with the thermostat. Several months later, Miss D complained to British Gas. She said multiple engineers had been out, but the heating still kept switching on. She wanted British Gas to pay for the additional energy that had been used.

When British Gas replied to the complaint, it said its records showed there was a gap of several months between its engineer visits. It said the thermostat had been replaced when Miss D reported the issue again. However, it offered £170 compensation for the issues raised and it also refunded £69.54 as Miss D cancelled a policy for a previous property.

Miss D didn't receive the compensation or the refund. So, she complained again. British Gas offered £40 compensation for the problems with issuing the cheques.

When Miss D complained to this service, our investigator upheld the complaint in part. He said British Gas had dealt with the claim fairly. He said he hadn't seen evidence Miss D told British Gas there were ongoing issues with the thermostat, so it didn't need to refund any energy usage. He also said it was reasonable that British Gas refunded some of the policy premium for a property she no longer lived in. However, he said British Gas should increase the amount of compensation it offered to £100 for sending the cheques to the wrong address. This was because it offered the compensation for poor service and then added to the poor service by sending the cheques to the wrong address.

As Miss D didn't agree, the complaint was referred to me.

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 uphold this complaint in part. I will explain why.

Miss D had a problem with a thermostat, which meant the heating kept coming on between 4am and 6am when the hot water switched on. She was unable to override this. A British Gas engineer visited and recorded that the issue had been fixed. However, several months later, Miss D contacted British Gas to say the heating still kept switching on.

I haven't seen evidence that showed Miss D let British Gas know there was an ongoing problem. I'm aware she has said she would have been asleep when the heating kept coming on and so wasn't aware there was still a problem. But, the first time British Gas would have known there was still an issue was when Miss D contacted it again. British Gas sent Miss D

some instructions it said might fix the issue. Miss D then contacted British Gas about a month later to say these hadn't worked. British Gas sent another engineer, who replaced the thermostat.

Miss D also told British Gas it was still charging her for a policy at an address she had moved from. It's my understanding that Miss D hadn't told British Gas she had moved. British Gas refunded the premiums.

As British Gas didn't know there was an ongoing issue, I think it's fair that British Gas didn't agree to pay for any additional energy used. However, British Gas accepted that Miss D had been affected by poor customer service and so offered her £170 compensation, along with the premium refund. I think that was fair in the circumstances to recognise the impact on Miss D at that time.

However, it sent the cheques to Miss D's previous address. By this point, British Gas knew Miss D had moved from that address, but hadn't updated its records. When it realised this, it re-sent the cheques and offered £40 compensation. So, I've thought about this. British Gas accepted its customer service could have been better when it dealt with the claim, which is why it offered £170 compensation. I think British Gas sending the cheques to the wrong address added to Miss D's sense that her complaint and concerns hadn't been properly dealt with or taken seriously. Miss D also had to chase to find out what had happened to the money. I think £100 compensation, which includes the £40 British Gas previously offered. In my view, this more fairly reflects the impact on Miss D because of the issues I've considered as part of this complaint, including the service she received.

I'm aware Miss D was also concerned about a subject access request. However, she would need to raise this with British Gas. I'm unable to consider this as part of this complaint.

Putting things right

British Gas should pay Miss D an additional £60 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld in part. I require British Gas Insurance Limited to pay Miss D an additional £60 compensation, which is in addition to the £40 it previously offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 5 February 2024.

Louise O'Sullivan
Ombudsman