

The complaint

Mr R complains about British Gas Insurance Limited (BG) delays and handling of his claim, under his home emergency policy.

What happened

Mr R held a home emergency policy with BG. He contacted them to book in a landlord safety gas check and explained that his tenants then faced poor service. He mentioned that BG missed appointments, attended too early, which meant that there was no one in to allow them access. Which meant that Mr R had to call multiple times and there was up to around eight visits that took place, before the issue with his boiler was resolved.

Mr R complained to BG for the poor service that he and his tenants suffered from. In its final response, BG accepted that there had been a delay in resolving the issue with the heating. It apologised and offered a good will gesture of £150, for the poor service.

As Mr R was given his referral rights, he referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. She said that it was right that BG recognise the incidents of poor service. She found that over the course of the appointments, BG had failed to attend only two of those appointments. She felt that the £150 was in line with our guidance on compensation. And explained that this was fair for BG to recognise any inconvenience caused.

BG accepted the view, Mr R did not. He said the minimum that he wanted as compensation for all the inconvenience that he and his tenants had suffered from, due to BG's poor service was £300. He said that he wanted to provide fuller comments and further evidence to support the double amount of compensation that he felt he should have. And asked for an extended period to provide this evidence. He asked for a decision from an ombudsman.

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 won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr R, but I hope my findings go some way in explaining why I've reached this decision.

I've considered all the evidence and comments made by both parties. I understand that Mr R wished to submit additional comments and was given around three extra months to submit the information. Despite being given the extra time to provide the information, nothing was forwarded for consideration.

As we are an impartial dispute resolution organisation, we must be fair and reasonable to

both parties. Both parties would like a resolution of the complaint and I think that the additional time that Mr R was given to provide his further comments was fair. I don't think it's fair for this time to be further extended as BG would also like the complaint resolved. So, I've based my findings on the information that has been provided.

I think it's fair to highlight the appointments that were made:

- 24 March 2023 – appointment for landlord gas safety checks completed
- 6 April 2023 – appointment not completed as engineer arrived too early so nobody at property to allow access
- 8 April 2023 – appointment completed where prepaid gas meter was reset and tested
- 22 April 2023 – rescheduled appointment from 6 April 2023 and tenant said pressure on boiler was fine
- 12 May 2023 – appointment didn't happen, and no reason given
- 13 May 2023 – appointment didn't take place as engineer didn't have access
- 26 May 2023 – appointment from 13 May 2023 for the landlord gas safety checks

From the evidence there were a total of four appointments that related to the heating/boiler issues that Mr R had. Two were completed without any issues. One wasn't at all and the other one didn't take place as the engineer attended too early. So, there were only two appointments that were missed and/or didn't take place.

It should be noted that our service can only investigate regulated activities, that is those that are part of an insurance product. The landlord gas safety checks are not deemed as regulated activities, so I'm unable to comment about those two appointments.

I understand from Mr R that he would like a higher amount of compensation, so I've had a look into this further. I note that Mr R feels that his tenants ought to be compensated, as ultimately it was them who were inconvenienced as well.

But Mr R is an eligible complainant. This is because he is the policyholder. In other words, he has contracted with BG for BG to carry out home emergency cover. His tenants are not party to the policy or contract between BG and him. So, I am unable to consider any inconvenience, they may have experienced, due to BG's poor service.

Turning to Mr R and the impact that he may have suffered. I'm satisfied, that BG has accepted that the level of service fell well below its usual standard. I note that it offered £150 compensation for this.

As to the impact that Mr R suffered. He states that he had to chase BG with a few phone calls. The evidence suggests that there were two appointments that were missed. And although Mr R made the calls from abroad, and had to arrange and re-arrange appointments, I think the impact directly on Mr R was for a few days and did cause some inconvenience and disappointment.

Having reviewed the guidelines on compensation awards and taking into consideration two missed appointments and the calls Mr R made, I think that the £150 offered from BG, is fair and reasonable in the circumstances of this complaint. Mr R (as I mentioned) said that he had further evidence, which he hasn't provided. So, based on the evidence before me, I think that BG's offer is fair and reasonable. So, I won't be asking it to increase the amount of compensation that it has offered.

Consequently, I can't agree that BG were unreasonable here. I understand that this is likely to be a disappointment to Mr R, but I won't be asking BG to do anything further to resolve this complaint.

My final decision

For the reasons given, I won't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 29 February 2024.

Ayisha Savage
Ombudsman