

The complaint

Mrs D complains about British Gas Insurance Limited's handling of her Home Emergency Insurance claim.

All references to British Gas also include its appointed agents.

What happened

Below is intended to be a summary of what happened and does not therefore include a full timeline or list every point that has been made.

- Mrs D called out British Gas to her tenanted property due to heating and hot water issues in November 2023.
- British Gas ordered a thermostat for the boiler and reattended to fit the part the following day. Further issues existed and British Gas arranged to reattend in December 2023. It was unable to gain access to the property on that day and the following, so the visit was rescheduled for a few days later.
- British Gas's engineer ordered and fitted new parts to the boiler. It noted that there could be possible wiring issues with the boiler if the issues continued.
- Further call outs were required in December 2023. British Gas ordered further parts, but when an engineer attended, it said they were incorrect and would need to be reordered.
- Mrs D said someone from British Gas reattended in January 2024.
- British Gas noted at this time it needed arrange for a visit from the manufacturer.
- British Gas attended again in February 2024, it noted there was no power to the boiler. It said its engineer was unable to locate the isolation switch – and nobody was able to confirm to its engineer where this was located in the property.
- British Gas told Mrs D this wasn't covered by her policy and she would need to arrange for an electrician to investigate.
- Mrs D added cover for this and arranged for an electrician to attend in March 2024.
- The electrician advised the issue was a preexisting one, so wouldn't be covered by her new policy.
- Mrs D raised a complaint about the issues with her boiler in May 2024. A further visit was scheduled with British Gas in June 2024 with an electrician attended. The isolation switch was located behind a picture frame in the property. British Gas ordered further parts for the boiler however was unable to gain access in June 2024, so a visit was rescheduled for two weeks later – but British Gas was again unable to gain access to the property. The visit was rescheduled and in July 2024 British Gas attended the property and fitted new parts. Mrs D confirmed the issues were rectified following this.
- Mrs D raised a complaint with British Gas regarding the ongoing issues with the boiler in May 2024. She said she lost her tenants because of the issues in the property – and because of the loss of rent, she was unable to meet mortgage payments. She said this has further impacted her credit rating and her ability to

access taking out further credit. She also said the issues increased her electric bill. In her submissions she's provided screen shots of text messages from her tenants where they notified her of vacating the property.

- In its final response, British Gas accepted it caused some delays in its handling of the claim. It said this had resulted in there being a prolonged period without heating in the property,
- In recognition of this, it offered £1,250 compensation for the distress and inconvenience its actions caused Mrs D. It also offered to reimburse Mrs D for the cost of electric heaters she purchased for her tenants to use – which total around £68.
- However British Gas said it could not accept responsibility for any delays caused regarding the issues with electrics. It said it wasn't persuaded from reviewing the text messages that the tenants had vacated the property due to the issues with the heating.
- Mrs D wasn't satisfied with British Gas' response, so she brought her complaint to our service. She has provided further text messages from her former tenants in which they detail the issues with the boiler, how it impacted their living arrangements and that this was a factor in the reasons they chose to move.

Our investigator's view

Our investigator didn't recommend the complaint be upheld. She said British Gas had caused some delays in its handling of the boiler claim but there had also been several delays caused by it not being able to access the property. Additionally, she said delays had been caused by the issues with not being able to locate the electrical isolation switch – and she didn't think British Gas was at fault for this.

As she didn't think British Gas were at fault for many of the delays, she didn't think it was responsible for the financial losses Mrs D had detailed.

She felt British Gas' offer of compensation and to reimburse the cost of the heaters was fair in the circumstances.

Mrs D didn't agree with our investigator's view of the complaint and requested an ombudsman review the complaint. In doing so, Mrs D has provided further submissions to our service for me to consider. She reiterated her complaint points regarding British Gas's failings and provided further detail about British Gas visiting the property in January 2024 – including messages from her tenants at the time.

Mrs D says most of the delays had been caused by British Gas. She said it attended the property in January 2024 and had found the isolation switch then but failed to note it in its records. She said British Gas had promised to get the manufacturers to fix the issue but nothing had happened – resulting in her having to chase and book further appointments.

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.

I understand Mrs D feels strongly about what has happened – and I'm sorry to hear of the health issues she's disclosed regarding a close family member.

Mrs D has provided several detailed submissions to support her complaint. I want to assure her I've read and considered all of these carefully. However, my findings focus on what I consider to be the central issues of the complaint, and not all the points raised.

This isn't meant as a discourtesy, so if I don't comment on a specific point, it doesn't mean I've not reviewed all of the evidence available. I have.

But the purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mrs D and by British Gas to reach what I think is a fair and reasonable decision based on the facts of the case.

Having done so, I'm not upholding the complaint for these reasons:

- While I can see from the job logs provided by British Gas, some of the work carried out on the boiler was an estimated fix. There have been failures in the service it delivered to Mrs D. Incorrect parts were ordered which then resulted in the property not having any heat during December 2023.
- There appears to have been no progress in obtaining the correct parts in January 2024 and I can see from the job logs British Gas have noted a manufacturer's visit being required. This is also acknowledged in its final response letter.
- Regarding whether British Gas attended the property in January 2024 or not. I can see Mrs D has provided screen shots of messages between her and her tenant in January 2024 about the location of the isolation switch. This visit isn't reflected anywhere in British Gas' logs, but it does have an entry on the same day, which says a manufacturer's visit was required. So, I think a visit or some type of interaction did likely take place. And it does appear there was a delay following this as no further action appears to have been taken by British Gas regarding the manufacturer's visit.
- So, I think British Gas caused further delays between January and February 2024 – but even considering this I think British Gas' proposed compensation and its offer to reimburse Mrs D for the heaters is sufficient in the circumstances, so I won't be recommending it award anything further here.
- From the content of the messages in January 2024, it's clear Mrs D and her tenant knew the location of the isolation switch was behind the picture frame. So, I think when the further appointment happened and the isolation switch was unable to be located, it's reasonable that whoever was in attendance, be it the tenant or Mrs D, should've been able to provide information regarding the isolation switch to British Gas.
- But it appears they didn't. I can also see it was established the electrical issue was not covered in the policy under the claim I'm looking at here. So, I can't say British Gas caused delays here.
- While there were further delays in rectifying the issues, in particular between May and June 2024, I can see from British Gas' job logs it couldn't gain access on multiple occasions, causing appointments to be rescheduled. And I've not seen any other evidence British Gas were responsible for further delays.
- When considering the messages from tenants about leaving the property, I think the messages at the time they gave notice to Mrs D to be the most persuasive.
- I've not reviewed anything in these messages that suggests contracts were ended prematurely or the reasons given by the tenant for leaving specifically say they are doing so because of the heating issues.
- The messages sent at the time indicate the first tenant had already given notice to leave around December 2023 – around the time the issues started. The other two

tenants notified Mrs D of their intention to vacate around February and May 2024—and neither mention leaving because of the heating or any type of dissatisfaction. One mentioned relocating to be closer to where they work.

- While I acknowledge two of the tenants have provided further messages later to say the heating issues were a factor in leaving, I find the earlier messages a more reliable reflection of what happened at the time.
- So, because of this and everything I've set out above, I can't say British Gas should be held responsible for the financial losses Mrs D has outlined. I feel its offer of £1,250 compensation and to reimburse Mrs D for the cost of the heaters to be sufficient in recognising the distress and inconvenience caused and so therefore I make no further award.

My final decision

My final decision is that I do not uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 21 April 2025.

Michael Baronti
Ombudsman