

## **The complaint**

Mr and Mrs J have complained that British Gas Insurance Limited acted unfairly in relation to their home emergency insurance policy.

## **What happened**

The circumstances aren't in dispute, so I'll summarise the background:

- In September 2024, British Gas visited Mr and Mrs J to carry out a service on their gas fire. The engineer said the fire failed a smoke test and disconnected it. I understand they said it could be reconnected after the chimney was cleaned.
- Mr and Mrs J paid £150 for the chimney to be cleaned. British Gas later reimbursed this cost.
- British Gas visited again in October 2024. It initially said the fire could be reconnected. But, after further discussion, it later said the fire couldn't be reconnected due to further safety concerns.
- Mr J complained. British Gas accepted it had caused some distress and inconvenience and paid £200 compensation. It said decisions about safety were made by their engineers and they had acted fairly.
- British Gas later reviewed the matter again and arranged for another visit in January 2025. This time an engineer had no safety concerns and reconnected the fire. British Gas paid a further £300 compensation to make £500 in total.
- Our investigator thought British Gas had acted unfairly, but its payment of £500 compensation was a fair and reasonable response to the complaint. She didn't ask it to do anything further.
- Mr and Mrs J didn't think this was a fair outcome. In summary, they thought British Gas should pay further compensation, as £500 wasn't a fair reflection of the distress and inconvenience they'd suffered. They also thought their policy didn't provide fair value or the benefits they expected it to.
- Our investigator wasn't persuaded to change her mind, so the complaint has been passed 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.

- When considering what's fair and reasonable in the circumstances I've taken into account relevant law and regulations, regulators' rules, guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry

practice at the time. Whilst I've read and taken into account everything said by both parties, I'll only comment on the points I think are relevant when reaching a fair outcome to this dispute. That's a reflection of the informal nature of this Service.

- There are two main complaint points for me to consider. Firstly, whether £500 compensation is a fair and reasonable amount to put right the impact of British Gas' failings following the service. And, secondly, whether the policy offered fair value. I'll consider each point separately.

#### *Is £500 a fair and reasonable amount of compensation?*

- British Gas has accepted it acted unfairly following the service and let Mr and Mrs J down. So that's not in question. All that's in dispute is whether £500 compensation is a fair and reasonable amount in the circumstances. To decide this complaint point, I'll consider how British Gas acted unfairly – and what impact that had on Mr and Mrs J.
- In summary, British Gas disconnected the fire in September 2024 and reconnected it in January 2025. In the meantime, Mr and Mrs J were unable to use the fire.
- I haven't seen any evidence to show British Gas was wrong to disconnect the gas fire initially. The engineer thought the fire was unsafe as it had failed a smoke test, so I can understand why they disconnected it. I haven't seen any report or comment from another professional to suggest the engineer made a mistake or was otherwise wrong to disconnect the fire. So I'm satisfied British Gas acted fairly at this point.
- But it seems to be accepted that once the chimney had been cleaned, the fire could have safely been reconnected. That could have happened in October 2024, but didn't happen until January 2025. As a result, Mr and Mrs J were without the use of the fire for longer than necessary. They also had to accommodate an additional visit and engage in additional communication and administration during that time.
- I understand Mrs J suffers from a medical condition that is eased by having a nearby source of warmth. So when the fire was disconnected for longer than it should have been, she suffered more than she otherwise would have done. I haven't seen any medical evidence to show this caused her condition to worsen, such that there was a lasting impact after the fire was reconnected. Whilst British Gas noted the fire wasn't the only source of heat in the house, it accepted the absence of the fire made things worse for Mrs J.
- This Service usually awards compensation of £300 - £750 where a mistake has caused significant inconvenience and disruption, where the impact lasts many weeks or months. I consider that fairly describes the circumstances of this complaint.
- Taking all of this into account, I'm satisfied £500 is a fair and reasonable amount of compensation in the circumstances. As British Gas has paid this amount already, I won't require it to pay anything further.

#### *Did the policy offer fair value?*

- Mr J has said the British Gas policy hasn't provided the service and benefits he expected and hasn't provided fair value. This is based on his experience following the gas fire service in 2024, as well as previous service visits, which he says have been inconsistently thorough.

- The Consumer Duty applied to Mr J's policy from July 2023. Amongst other things, the Duty required British Gas to ensure the price Mr J paid for the policy was reasonable compared to the overall benefits. Mr J doesn't seem to be concerned about the price he paid, but rather the benefits he received. So I'll focus on that.
- The policy offers insurance cover for the gas fire, which includes an annual service. The Consumer Duty may not have been met if, for example, services weren't carried out annually in line with the benefits of the policy. Or if they were carried out, but not to a reasonable standard.
- I understand British Gas carried out services in November 2023 and September 2024. So it provided annual services in line with the policy – and I haven't seen anything to show those services failed to meet a reasonable standard.
- Whilst British Gas acted unfairly following the 2024 service, it still provided the benefits offered by the policy. And it paid a fair and reasonable amount of compensation to put right the mistakes it made.
- Before the Consumer Duty applied, British Gas was still required to carry out services in line with the policy terms and in a fair and reasonable manner. Prior to 2023, British Gas carried out annual services, and I haven't seen anything to show they failed to meet a reasonable standard.
- There may have been a degree of variation in how each of the services were carried out, but I don't think that's unreasonable in principle. I wouldn't expect each and every service to be exactly the same. Some aspects may change from year to year and there will naturally be parts which differ due to individual professional judgement.
- Overall, this means I'm satisfied British Gas provided the benefits offered by the policy. I haven't seen anything that makes me think British Gas failed to meet the Consumer Duty requirements at the relevant time and acted fairly and I'm satisfied it acted fairly and reasonably throughout.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 24 June 2025.

James Neville  
**Ombudsman**