

The complaint

Mr S has complained about the service provided by British Gas Insurance Limited ('British Gas') under his home emergency insurance policy. For the avoidance of doubt, the term 'British Gas' includes reference to its agents and contractors for the purposes of this decision.

What happened

Mr S booked an appointment with British Gas to mend a loose kitchen tap. Mr S thought that the engineer who attended his tenanted property in March 2025 should have repaired the tap. Instead, the engineer said he couldn't fix it as it was an old tap which needed replacing. This meant that Mr S had to re-book an appointment, and the second engineer managed to fix the tap. As such, Mr S thought that the issue should have been resolved at the first appointment. Mr S said he'd also been on the phone for 90 minutes in raising his complaint. Mr S said that this all caused him great inconvenience.

British Gas agreed that its service hadn't been up to standard and it offered Mr S £100 in compensation for the inconvenience caused. However, Mr S considered that this was insufficient, and he referred his complaint to this service. The service's investigator didn't uphold Mr S's complaint as she considered that British Gas's response to the service failure had been sufficient.

Mr S was unhappy with the outcome of his complaint, and the matter has now been referred to me to make a final decision in my role as 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.

As British Gas has agreed that there was a service failure in this case, the key issue for me to determine is whether the £100 compensation it offered in this respect sufficiently recognised the distress and inconvenience caused. I can't say that the British Gas response to this complaint was unfair or unreasonable. I'll explain why.

Turning firstly to Mr S's submissions, in summary, he didn't agree that £100 compensation was adequate '*considering the numerous and severe customer service failings I have been subjected to...*' and he wanted a significant increase in the level of compensation. Mr S explained that after the initial failed appointment, he had to re-book the appointment on the same day the repair should have been completed even though the repair was clearly covered under his policy. He was on this call for 18 minutes '*which was an unnecessary protracted amount of time and was entirely avoidable had [British Gas] followed the terms and conditions...*' He said that he was caused inconvenience because of the service failure.

Mr S reiterated that British Gas '*didn't bother to give me a call to discuss the tap repair*' and he didn't think that this was an unreasonable expectation and that this would have been the courteous approach. When Mr S called British Gas back, Mr S was put on hold while the

British Gas call handler tried to call its agent to establish what had happened, however as the call handler was unable to get through, they stated that Mr S needed to call back within an hour. Mr S thought that this was *'ridiculous and completely unreasonable'*, and it was during the day in *'off-peak'* hours. Mr S thought that the onus shouldn't have been placed on him, and this was clearly poor service and unacceptable *'considering the issue was caused by British Gas in the first place'*. He felt there was no urgency on the part of the call handler to get this issue resolved, which *'caused further issues regarding the relationship between myself and the tenant, as I was unable to provide the tenant with an update'*.

Mr S felt that that the service failure should never have occurred and that it caused a huge amount of distress and inconvenience to him and he felt that the failure *'put his business at risk'* as it was his legal obligation as a landlord to make sure that repairs were completed in a timely manner. He also felt that his tenant had been inconvenienced and that British Gas misled the tenant in advising that a new tap was needed and this led to tenant complaint. He felt that the engineer hadn't wanted to complete the repair and hadn't acted with integrity or in accordance with the service for which Mr S was paying. In conclusion, Mr S felt that £100 compensation was woefully inadequate. He referred to his health condition which meant that he should avoid stressful situations, and he felt that British Gas had put his health at risk.

I now turn to the British Gas response to Mr S's complaint. It apologised to Mr S in its final response letter. As to the initial appointment, it confirmed that the relevant engineer had attended Mr S's property and had advised the tenant that the taps would need to be replaced and advised that he had available stock of mixer taps. British Gas stated that the engineer had indeed tightened the tap, however, it was still dripping, *'and the cold side didn't turn on and the engineer determined that this was not repairable'*. He also noted that the chrome was chipping off and that the handle was broken. He offered to replace the tap under the policy, but the tenant declined, advising that she wanted to buy her own.

British Gas stated that Mr S was disappointed that a stock tap wasn't fitted, however it said that *'this was clearly due to his tenant declining the engineers offer to complete that work'*. It said that Mr S therefore asked for the tap to be replaced under the policy, and this was booked in for 25 March 2025. However, on 22 March 2025 the appointment was rescheduled by Mr S to 31 March 2025. On 30 and early on 31 March 2025, reminder texts were sent to Mr S, and the engineer also tried to call Mr S on 31 March 2025 to say he was on his way, but the call just rang out. When he arrived, there was no-one home. The engineer attended again later in the day; the repair was completed by replacing the mixer tap, and this left the taps fully operational.

In conclusion, British Gas said that its engineer acted correctly and in line with process. It contacted Mr S at the beginning of April 2025 and noted that Mr S had confirmed that the repair had been completed, *'and no further action was needed at this time'*. It nevertheless said that it understood that distress and inconvenience had been caused to Mr S during this time to include wait times on the phone and that this wasn't the level of service it aimed to offer its customers. As such, it offered £100 in compensation which Mr S accepted. It added that this was far more than it would normally provide in similar circumstances.

I now turn to the reasons why I haven't upheld Mr S's complaint on this occasion. I appreciate that Mr S was unhappy about the level of service provided by British Gas. In considering this case, I've carefully considered the terms and conditions of the relevant policy, the written evidence, the insurer's case notes as well as Mr S's submissions and those of British Gas. I'm satisfied that a replacement tap was required in this instance due to the faults that were identified by the first engineer who visited the property. I'm also satisfied that the opportunity was given to the tenant on that occasion for a replacement tap to be installed. This didn't happen as the tenant declined the offer, and so I can't say that British Gas acted in an unreasonable manner in leaving the property at this stage. I also can't say

that the British Gas follow-up actions fell short of requisite standard, and the tap was eventually replaced, albeit this could have happened at the outset.

It does appear however that there had been some communication failures when Mr S was trying to contact British Gas by telephone. I'm satisfied however that British Gas has recognised such failures by means of an adequate level of compensation which is well within the range of compensation which we would expect to be paid under our published guidance. Unfortunately, some of the communication failures in this case were inevitable, as Mr S's tenant took an approach which was different to the approach which Mr S wished to take in relation to the tap repairs, and I can't say that British Gas was responsible for the consequences of this difference in approach.

It does appear that there had been long waiting times on the phone with British Gas when Mr S was attempting to resolve the position and this no doubt led to some inconvenience and frustration. I appreciate that Mr S felt that the first engineer should have contacted him as the policyholder. I can also understand why Mr S felt that the onus shouldn't have been placed upon him to phone back when the British Gas call-handler had been unable to reach the engineer. Nevertheless, £100 for such administrative failure is towards the upper end of the compensation range which could be expected in such circumstances. In the circumstances, I'm satisfied that British Gas has acted in a fair and reasonable manner in response to Mr S's complaint and I don't require it to increase this offer.

My final decision

For the reasons given above, I don't uphold Mr S's complaint, and I don't require British Gas Insurance Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 5 January 2026.

Claire Jones
Ombudsman