

The complaint

Mr M complains about how British Gas Services Limited (“British Gas”) dealt with a claim he made on his home emergency insurance policy after he had problems with his heating. Any reference to British Gas involves its agents.

What happened

Mr M had a home emergency policy with British Gas.

In September 2022, Mr M reported a loud noise emanating from his heating system. Over the subsequent 22 months, Mr M scheduled more than 30 appointments, yet the issue remained unresolved.

Mr M says several appointments were missed entirely, while others were attended by contractors lacking the necessary tools or expertise. Furthermore, any attempted repairs proved ineffective. Mr M details a catalogue of errors and delays from British Gas as part of his complaint.

Mr M wasn’t happy with the service, noting that British Gas failed to follow his suggestion to drain the system – a step he believed was necessary to identify the root cause.

The problem was finally resolved in March 2024 by an independent contractor carrying out unrelated work at Mr M’s home.

Mr M has health concerns he is dealing with, and he also has a daughter with additional needs, so the service British Gas provided seriously impacted his home life – both his physical and mental health and that of his family. Because Mr M wasn’t happy with the service he received he complained.

British Gas apologised for Mr M’s dissatisfaction with the service and awarded £300 to reflect the distress and inconvenience caused. Mr M wasn’t happy with British Gas’ response to his complaint and said £300 was not enough to reflect the distress and inconvenience caused. So Mr M referred his complaint to this Service.

One of our Investigators looked at the evidence and concluded that British Gas hadn’t acted fairly in some aspects of the complaint but found there were some areas where she thought British Gas had acted within the terms of the policy. Our Investigator also recommended an increase in the offer of compensation for distress and inconvenience – she recommended a further £250 plus £50 for the distress caused in sending documents to an incorrect address. This takes the total compensation to £600.

Mr M didn’t agree so the complaint has come to me to decide.

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've reached broadly the same conclusions as our Investigator. I'll explain why below.

I should explain that I won't be repeating the entirety of the complaint history here in my decision, or commenting on every point raised. Instead, I've focused on what I consider to be the key points that I need to think about in order to reach a fair and reasonable conclusion. This reflects the informal nature of this Service, and our key function; to resolve disputes quickly, and with minimum formality. However I want to assure both parties I've read and considered everything provided.

The noise from the heating system

Having considered the evidence it's clear the issue with the noise coming from the heating should have been identified and resolved sooner. Having said that I can see from the notes there were occasions that the noise couldn't be replicated at the time the contractor attended so British Gas thought the matter was resolved.

In July 2023 it was agreed the matter would be revisited during the winter months when the heating would be on and in use. Following this there were no further appointments and then Mr M's contractor resolved the matter.

British Gas accept the service it provided fell short of what Mr M was entitled to expect. It offered £300 to apologise for the distress and inconvenience caused. I agree with the Investigator that a further payment is necessary and I will come on to this later on in the decision. So, I am upholding this part of Mr M's complaint.

The tap

Following a visit in June 2023 to investigate the noise, the contractor noted there was an issue with the upstairs basin tap so the washers were replaced to resume functionality. While British Gas promptly authorised a replacement via its contractor a few days later, the repair was delayed by parts compatibility issues. The correct tap was eventually sourced and installed in mid-July 2023.

I think British Gas acted fairly and appropriately by approving a full replacement to ensure a lasting repair for Mr M. However I can see the initial repair attempt appeared to worsen the issue and the subsequent month-long delay caused inconvenience.

Alternative accommodation

Mr M says British Gas should have put him in alternative accommodation when conditions were at their worst. Having checked the policy I note it says, "*costs of up to £500 for alternative accommodation and travel if your home is unfit to live in as a result of your boiler catching fire or exploding*". There is no provision for alternative accommodation for Mr M's circumstances. So, I can't say British Gas acted unfairly or not in line with the terms of the policy in not offering Mr M hotel accommodation.

The toothbrush holder

British Gas has agreed to replace Mr M's toothbrush holder if he is able to provide a receipt or a clear picture of the make/model/manufacturer/store so it can replace as appropriate. I think that's fair in the circumstances so I won't comment on this issue any further.

Data Subject Access

British Gas sent Mr M's documents to an incorrect address in error, following a data subject access request (DSAR). I think when Mr M was told his information had been sent to a different address it would have upset him and caused him some worry, particularly because British Gas weren't clear as to whether the documents had been sent to an incorrect address or not. So I am upholding this part of Mr M's complaint and direct British Gas to pay him £50 to reflect the distress and inconvenience caused.

The water tank leak, the radiator leak, and the oven

Both parties are aware of the details of these parts of the complaint so I have summarised my findings rather than detail each point.

After reviewing the evidence from both parties, I find no independent proof linking British Gas' actions to the ceiling damage, radiator leak, or delay in repairing the oven hinge. Without such evidence, I cannot hold British Gas responsible and will not require British Gas to take any further action on these points, unless Mr M is able to provide such evidence.

Refund of premiums

Under insurance law, once an insurer has begun to assume risk— even for a brief period — the premium paid is non-refundable. I don't think I can fairly ask British Gas to refund any premiums here because Mr M had the benefit of cover during the time the policy was in place.

In terms of the service provided to Mr M in respect of the delays and missed appointments, it is accepted by British Gas that it could have done better. So, I don't think the merits of the issue is in dispute. But having considered the compensation offered, I think the Investigator's recommended payment is a fair one that falls in line with our service's approach.

Distress and inconvenience

I appreciate Mr M experienced disruption over a long period of time and has put a lot of time and effort into dealing with the claim and complaint. In addition Mr M was dealing with his own health issues as well as those of his family. So I can understand it's been a difficult time for him.

British Gas accepts the service could have been better and awarded Mr M £300 to reflect the distress and inconvenience caused. Mr M says British Gas should award substantial compensation for its failure to honour the agreement to maintain his home.

Our Investigator didn't think the award was fair and recommended British Gas pay a further £300 to reflect the distress and inconvenience caused. This is in the range of what our Service would typically award where a business's actions have caused a consumer considerable distress, upset, and worry that needs a lot of extra effort to sort out. Having considered the evidence here, I think a further £300 – taking the total compensation to £600 - recognises the impact of British Gas' service failings on Mr M. So while I appreciate this will be disappointing for Mr M, I'm not persuaded to award compensation above the amount recommended by the Investigator.

Putting things right

I uphold this complaint and direct British Gas Services Limited to;

- Pay Mr M a total of £550 for the stress and inconvenience caused – this includes £300 previously awarded by British Gas,
- Pay Mr M £50 for the distress caused by his data being sent to an incorrect address,
- Replace Mr M's toothbrush holder if Mr M can provide details of the make/model/manufacturer/store.

My final decision

For the reasons I've explained I uphold this complaint and direct British Gas Services Limited to put things right by doing what I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 February 2026.

Kiran Clair
Ombudsman