

## **complaint**

Ms J says British Gas Services Limited has mishandled a claim under a home emergency insurance policy.

## **background**

Ms J had a Homecare policy with British Gas since March 2014 for a property she rents out. In September 2015 Ms J reported an electrical problem in the kitchen to British Gas who sent out an engineer.

Unfortunately, the engineer drilled through a gas pipe when attempting to fix the electrical problem. This led to new gas pipes needing to be installed and involved Ms J having to get a carpenter so British Gas could access the pipes.

After the pipes were installed Ms J was left with a fridge that couldn't be pushed flush to the wall and a cupboard that couldn't be used. So arrangements were made to rectify these problems. There then followed issues with appointment times being changed and extra appointments for engineers having to be accommodated by Ms J.

Once the pipework had been sorted Ms J asked for it to be boxed in, which British Gas agreed to do. But Ms J was left with damage to her flooring.

Ms J had been in regular contact with British Gas throughout. British Gas offered Ms J different options to settle the matter. Ms J agreed to one of those options which was a cash settlement, but made clear she didn't consider the matter closed. Ms J said she was unhappy at the delays and number of visits she'd had to accommodate.

British Gas reviewed Ms J's complaint. On top of the settlement for the repairs it made an initial offer of £330 to cover the distress and inconvenience Ms J had suffered. The figure of £330 was then increased to £460, and finally to £490. The £490 was made up of £350 for the distress and inconvenience, and £140 for fuel, parking, phone calls and a train ticket.

Ms J didn't think the offer for distress, inconvenience and out of pocket expenses was fair. She complained to this service.

Our adjudicator investigated her complaint. He didn't recommend it should be upheld. He said he thought the offer by British Gas was fair and reasonable. Ms J disagreed with our adjudicator's opinion and the complaint has been passed to me.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's agreed that the service provided by British Gas wasn't of the standard expected, and that it resulted in repairs having to be carried out on Ms J's property. The issue for me is whether the compensation offered by British Gas for Ms J distress and inconvenience was fair and reasonable. The settlement for the repairs has been agreed and I haven't been asked to look at that.

Ms J has provided us with a breakdown of how she thinks it would be fair for British Gas to approach its calculation. This has included a daily rate for the time she had to spend getting the repairs sorted, and meeting the various engineers. Ms J says this is less than her daily rate if she was working.

But home emergency policies don't generally provide cover for consequential loss, so this service wouldn't generally award compensation in respect of loss of earnings for attending appointments which were the natural consequence of making a claim. So, I don't agree with Ms J's view she should receive a daily rate.

The level of any award this service makes for distress and inconvenience suffered is generally modest. It's not within our remit to punish business through such awards. So, taking that into account and our published guidance on the payment of compensation and awards made in other similar cases, I think British Gas' offer of £350 for compensation for distress and inconvenience was reasonable.

Ms J says the compensation offered by British Gas for her travel and phone calls wasn't enough to cover her actual costs. But I haven't seen any direct evidence of Ms J's losses, so I've taken account of the number of appointments and calls she would've had to undertake. And I think British Gas's offer of £140 was fair and reasonable.

So, I think the total offer by British Gas to Ms J of £490 was fair and reasonable and I'm not upholding Ms J's complaint.

### **my final decision**

I'm not upholding Ms J's complaint. I don't require British Gas Services Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 12 August 2016.

Jocelyn Griffith  
**ombudsman**