

The complaint

Ms Y complains about the way British Gas Insurance Limited handled a claim under her HomeCare policy.

Any reference to British Gas includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised what's happened.

- Ms Y, a landlord, has a HomeCare policy which is underwritten by British Gas Insurance Limited (British Gas).
- On 21 March 2023, she made a claim on the policy because there was a problem with the boiler in her tenant's accommodation - leaving them without hot water.
- An engineer attended the same day and ordered a new part. The engineer didn't attend the following day to fit the part – but neither Ms Y nor her tenants were informed.
- British Gas subsequently arranged for another engineer to attend but due to an administration error, the second engineer hadn't been provided with the new part, and so wasn't able to complete the repair.
- The job was rescheduled for 27 March. The original engineer fitted the new part and the problem with the boiler was fixed.
- Ms Y complained to British Gas saying it had caused avoidable delays which left her tenants without hot water for longer than needed. She said engineer appointments were missed. She'd spent a lot of time chasing the matter - and as she lives overseas this caused her greater inconvenience and stress.
- British Gas acknowledged its service had fallen short and paid £100 compensation.
- Ms Y didn't consider the compensation to fairly reflect the difficulties she and her tenants experienced and so, brought a complaint to this Service. Our Investigator upheld it, saying British Gas needed to pay an additional £100 compensation.
- British Gas agreed but Ms Y remained unhappy, so the complaint has been passed to me for an Ombudsman's decision.

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 agree with the outcome our Investigator reached and I'll explain why.

As an insurer, British Gas has a duty to resolve claims promptly. Here, it's not in dispute that Ms Y's claim could have been progressed quicker had the second engineer been given the replacement part.

It's also not in dispute that Ms Y has been inconvenienced because of British Gas' inaction. Understandably, having to chase things up when appointments weren't adhered to was frustrating and inconvenient for Ms Y. And I appreciate that as Ms Y resides overseas this made things more difficult. It's certainly not unreasonable for Ms Y to have expected British Gas to let her or her tenants know if engineers weren't going to be able to attend scheduled appointments.

I must, however, keep in mind that the inconvenience Ms Y experienced was limited to a short period of less than one week – some of which couldn't be avoided owing to British Gas needing to order a replacement part. Furthermore, as a landlord, there is always going to be a degree of inconvenience when having to deal with issues which arise from a rental property.

I understand Ms Y wants me to consider the impact on her tenants, but quite simply, I can't. I'm only able to consider the impact on her as the eligible complainant. However, I have kept in mind that she's had the worry of her tenants potentially contesting whether they are required to pay the full amount of rent due to there not being hot water during the time of the claim.

With all this in mind, I am however, satisfied £200 compensation in total is fair and in line with awards this Service makes in respect of payments for distress and inconvenience.

My final decision

My final decision is that I uphold this complaint and direct British Gas Insurance Limited to pay Ms Y £200 compensation in total. It can deduct £100 from this amount if it has already paid this.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Ms Y accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms Y to accept or reject my decision before 14 September 2023.

Nicola Beakhust

Ombudsman