

The complaint

Ms H has complained that British Gas Insurance Limited caused damage to her property when she made a claim under a home emergency insurance policy.

What happened

Ms H had a Homecare policy with British Gas which covered her for emergencies in the home. On 31 May 2019 Ms H reported that her toilet was leaking, so British Gas sent out an engineer to fix it. However, Ms H complained that the engineer had made the problem worse, he hadn't left a job card and had damaged her hallway, leaving a stain on her carpet. British Gas sent out another engineer on the same day, who was able to fix the leak, and said it would look into her complaint about the damage.

Ms H says she didn't hear from British Gas until it sent her a letter in August 2019 saying it had closed her complaint as its contractor hadn't heard back from her. Ms H referred her complaint to our service, saying she hadn't had any contact from British Gas before August 2019. She said her carpet still hadn't been cleaned.

Our investigator upheld the complaint. She wasn't satisfied that British Gas had made adequate attempts to put matter right for Ms H. She thought British Gas should arrange to clean Ms H's carpet and pay £100 for the inconvenience caused.

British Gas didn't agree. It said its contractors had tried to phone Ms H on three occasions in June 2019. It said it wasn't its fault that Ms H wasn't available to take the calls. It also said Ms H could have contacted it to arrange a suitable appointment.

The investigator wasn't persuaded to change her opinion. So, the complaint was referred to me to make a final 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'm upholding it for largely the same reasons as the investigator. I'll explain why.

I'm pleased to hear that British Gas arranged for Ms H's carpet to be cleaned in October 2019, so the only issue for me to determine is whether the claim was handled poorly, such that compensation is warranted.

The incident happened on 31 May 2019. British Gas' contractor tells us that it attempted to call Ms H on 4, 10 and 20 June 2019. The details provided show that the calls were made during the day. Ms H explains that she works, and as the calls were all made on weekdays to a landline, it isn't surprising that Ms H was unavailable to take the calls. Ms H tells us she has an answerphone; she confirmed receiving a message from British Gas in August 2019, but no messages were left for her in June 2019. This corresponds with the contractor's

notes, which say that calls were made and that there was 'no answer'. None of the notes say a message had been left for Ms H asking her to call back.

Given Ms H had an answerphone, and the contractor needed Ms H to get in touch to arrange a suitable time for an appointment, I would've expected a message to have been left for her. Alternatively, I would've expected British Gas to let Ms H know in another way that it was trying to get in touch with her. However, the first notification Ms H received about this was a letter dated 5 August 2019 that she likely received several days later, explaining British Gas had been trying to contact her.

Overall, I think British Gas should've been in touch sooner to let Ms H know it was trying to contact her. By the time it wrote to Ms H, over nine weeks had passed since the damage had been reported. And I don't think Ms H would've known British Gas had been trying to get in touch before this date. Had a message been left for her in June 2019, I think it's more likely than not that Ms H would've been in touch and her carpet would've been cleaned soon afterwards.

British Gas says that Ms H ought to have followed things up sooner, but I don't think it's reasonable to have expected her to take further action. Ms H received letters from British Gas about her complaint on 5 June 2019 and 26 July 2019, telling her British Gas was still looking into things and it would be in touch. So, I think it was reasonable for Ms H to believe British Gas was still looking into her concerns and that it would be in touch with her when it had an update.

I think that the damage caused by the first engineer's visit caused Ms H distress and inconvenience. It took over four months to put things right, which I think could've been avoided if British Gas and its contractors had communicated more clearly with Ms H and with greater frequency. Overall, I think British Gas's handling of the claim fell short of the standard I would've expected, so it should pay Ms H £100 in compensation for the distress and inconvenience caused by this.

Putting things right

British Gas Insurance Limited should pay Ms H £100.

My final decision

For the reasons set out above, I'm upholding this complaint.

British Gas Insurance Limited should pay Ms H £100 compensation in settlement of this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 28 February 2020.

Hannah Wise
Ombudsman