

The complaint

Mr B complains that British Gas Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

What happened

Where I refer to British Gas I refer to the insurance company of that name and I include its associated plumbing and drainage company and others insofar as I hold that insurance company responsible for their actions.

Mr B had British Gas cover including for plumbing and drainage.

In 2019 he reported a smell from his downstairs toilet. British Gas made a couple of unproductive visits. Then – using a camera – British Gas found a small crack on the rest bend from the toilet. Mr B complained that British Gas declined to fix it and gave poor service.

On 6 June 2019 British Gas sent a final response letter declining to do a repair but enclosing a cheque for £50.00. In September 2019 Mr B brought the complaint to us.

Our investigator didn't recommend that the complaint should be upheld. She thought that a repair wasn't covered by the policy. She thought that the service wasn't at the level we'd expect but £50.00 was fair compensation.

Mr B disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The two British Gas workers only used the camera. It wouldn't see a hairline crack or detect leaks. They said the crack needed fixing.
- The crack is about 6 or 7 inches long and about 1/4 inch wide.
- The signature on the checklist is not his.
- Later, British Gas fraudulently reported the damage as a hairline crack.
- British Gas is risking the structure of his family's house and their health.
- Reducing the use of the toilet reduces the smell.
- His family cannot use the toilet normally because sewage is leaking between the toilet floor and foundations.

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.

The policy covered repairing and unblocking drains to restore flow. It also covered repairing leaks to internal waste water pipes and external soil and vent pipes.

The policy didn't cover sanitary ware such as a toilet bowl or cistern.

Mr B says that – on the camera display - he saw the crack. He says the workers were preparing to do a repair. He says the crack is leaking sewage.

But – whether he signed it or not - the British Gas checklist has boxes ticked to indicate '*fault resolved*', '*checked correct operation*' and '*checked for water leaks*'. There is a box for suggested work but that box contains no suggested work.

Also, Mr B sent an email on 15 May 2019 including the following:

"...I do believe it is impossible to actually know if there is leakage..."

So – notwithstanding a smell – I'm not satisfied of the existence of a leak. And I don't find that British Gas treated Mr B unfairly by declining to do any repair under the policy.

I accept that Mr B had to attend multiple appointments including one made by mistake for 11 May 2019. He also spent time contacting British Gas.

From what he says, British Gas fell below a reasonable level of service. That caused him extra distress and inconvenience at an already difficult time for him. But I'm satisfied that the British Gas offer of £50.00 was fair and reasonable compensation for this.

So overall I don't find it fair and reasonable to uphold this complaint or to direct British Gas to do any more.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 July 2020.

Christopher Gilbert
Ombudsman