

The complaint

Y is unhappy the service received from British Gas Insurance Limited and its agents under a home emergency policy.

I'll refer only to BG rather than its agents or representatives throughout this decision.

What happened

Y paid out for a new boiler but was still having problems with it so contacted BG. BG found that the boiler kept draining so there must be a leak somewhere. It arranged for investigation of the leak. In trying to fix the leak more damage was caused to the floor and the cellar. In the end BG did fix the leak but said as its contractors had caused the damage, they'd need to fix it. BG concluded by saying its contractors needed a chance to put things right. Y was unhappy with this and didn't want to deal with contractors any more. Y brought their complaint to this service.

Our investigator didn't uphold the complaint. She said there had been difficulties with communication from both sides. She said Y not having constant access to a telephone hadn't helped matters. But she understood Y's frustration at being told the contractors had never spoken to Y when the evidence clearly showed they had. Our investigator felt the offer from BG to send back the contractor to fix any damage to the ceiling was a fair outcome. Our investigator accepted that the floor wouldn't be in need of repair as BG said this had dried out. But she said If Y sent in evidence to show there was still damage, she would ask for this damage to be repaired too. Y didn't accept this and asked for the complaint to be passed to an ombudsman for 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.

I can understand the frustration Y feels in this case. The home emergency cover is with BG and Y expects BG to deal with any problems that come from that.

But BG has offered to send the contractors to deal with the required ceiling repairs and that's a reasonable request. Although I understand Y doesn't want the contractors back at the property, this is a remedy this service thinks is a fair and reasonable option. If the insurer wasn't offering such an option, we would be requiring it to, certainly in the first instance.

The difficulties with communication haven't helped matters move along as quickly as they should've done. I accept Y isn't happy for the contractor to come back to fix the damage or be in contact, but I can only say that I think BG has made a fair and reasonable offer here. Y has been clear that the damage needs to be fixed and BG has confirmed it's willing to get that arranged.

I don't think I can find BG entirely to blame for the problems getting in contact with Y. It's clear that attempts to get in touch were made. I think Y can either get in touch with the

contractors to give options regarding times and dates when a repair can be carried out. If Y would rather be contacted, then Y will need to provide details of how they can be contacted or be available via the means used before to make the arrangements. Our investigator also suggested Y might prefer to put forward a representative to deal with matters on their behalf.

I think what BG said about the floor having dried out seems reasonable, but as our investigator suggested, if Y has evidence to show this work still needs to be done BG need to see it so it can arrange for this repair too.

My final decision

I don't uphold this complaint.

I make no award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Y to accept or reject my decision before 4 December 2020.

John Quinlan
Ombudsman