

## The complaint

Miss G complained that British Gas Insurance Limited (“British Gas”) provided a poor service under her home emergency cover and didn’t fully resolve her claim.

## What happened

Miss G made a claim to British Gas when she identified an issue with her kitchen taps. British Gas attended and made a temporary repair, but it wasn’t successful. Miss G said British Gas visited over ten times to try and fix or replace the taps and to deal with other linked problems and a new issue in her bathroom, including low water pressure and temperature issues with the water.

Miss G explained to our service the vulnerable circumstances of her family, which she said meant the issues caused a high level of distress and inconvenience. She was also concerned with the frequency of British Gas’ engineers entering her home whilst Covid-19 was still in circulation. British Gas finally fixed the issue with the water pressure in the kitchen when it identified and removed an obstruction in one of the pipes.

British Gas said *“In recognition of the inconvenience and distress caused by the length of time required to rectify the issues and also taking into account the number of visits that were required, I have organised for you to receive a payment of £150 as a gesture of goodwill”*. British Gas decided to increase the compensation offer to £350.

Later, Miss G said when British Gas visited to resolve her water pressure in her bathroom, its engineer asked Miss G if she had experienced a leak under her bath. Miss G said she wasn’t aware of one. Miss G said two weeks later, when she was cleaning she removed the panel of the bath and saw everything under the bath was soaked and rotten. Miss G called British Gas who despatched an engineer. British Gas said the leak was an existing issue so wasn’t covered by the policy. As the previous engineer hadn’t raised the issue, Miss G thought this was unfair, so on escalation British Gas agreed to fix the leak under the policy by fitting a new connector.

Miss G checked the leak the following morning and said water was pouring down the side of the pipe. She spoke with British Gas and it dispatched another engineer who fixed the leak. Miss G said the engineer said the leak hadn’t been fixed properly before. Miss G said she still has a problem with the water pressure in her bathroom and the leak has potentially caused thousands of pounds worth of damage to the floor, skirting and tiles in her bathroom and to the ceiling below. Miss G wants British Gas to resolve the issue with her water pressure. She has made a claim to her insurer for the damage to her bathroom and ceiling below. If she is financially out of pocket after this claim, she thinks British Gas should pay for any shortfall.

Our investigator decided to uphold the complaint. He thought British Gas had provided a poor service in needing so many visits to rectify the initial issues, but he thought the compensation British Gas offered in the circumstances was fair. However, as British Gas hadn’t contested what Miss G said about the issues in the bathroom, he thought British Gas should repair the poor water pressure. He didn’t comment on the damage aspect of the

claim. As British Gas didn't respond to all the issues, the complaint has been referred to an ombudsman.

### **My provisional decision**

I issued a provisional decision on this on 25 February 2022. I said:

*"I have reviewed whether the offer of £350 compensation for the initial issues was fair in the circumstances of this complaint. I have reviewed the evidence and I think it's clear that Miss G would've been distressed and inconvenienced, especially due to her vulnerable circumstances. Miss G would've needed to escalate the issue several times and multiple visits from British Gas were required. This would've taken up Miss G's time, but also caused her problems in dealing with her family circumstances.*

*I can see that in more recent correspondence Miss G had a telephone call with our investigator and he noted "[Miss G was offered an [additional] £200 compensation and [Miss G] accepts this aspect of the complaint as resolved". I think the £350 compensation offered (in total) is fair. Whilst I think the distress and inconvenience would've been significant, it only lasted a few weeks, so I think the compensation is offered is in line with what our service would normally offer. It also appears Miss G was comfortable with this offer in her latest communications, so I won't consider this point any further.*

*I've then gone on to consider the points Miss G made about her water pressure in her bath still not being fixed and the potential damage from the leak under the bath. Miss G has said the issue with the water pressure in the bath was raised with British Gas and hasn't been resolved. British Gas hasn't contested what Miss G has said, so I have no reason to doubt this. Therefore, I uphold this aspect of the complaint. I intend to require British Gas to resolve the issue with the water pressure in the bath. As Miss G has vulnerable circumstances, I think this is an issue that will have caused her ongoing distress and inconvenience, as it will have added to the difficulties she has in supporting her family. Therefore, I intend to award Miss G a further £100 compensation for this issue.*

*Finally, I have considered what Miss G's said about the potential damage caused by the leak in her bathroom and ceiling below. British Gas hasn't provided a response to Miss G's account of the potential damage which she thinks has been caused by the leak. So, I don't have any evidence to contradict what Miss G has said. Therefore, if British Gas' error has led to repairs being required, I would expect British Gas to cover these costs. So, I intend to require British Gas to cover these costs provided Miss G can evidence the repairs needed were due to British Gas' error and she is able to provide receipts to support this expenditure".*

### **Responses to my provisional decision**

British Gas hasn't responded to my provisional decision.

Miss G says she is still out of pocket following the claim and so, she doesn't think the redress is enough. However, Miss G hasn't provided any further evidence to support her statement.

### **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.

Given neither party has provided any new information, I see no reason to change my

provisional decision.

### **My final decision**

My final decision is I uphold this complaint, I require British Gas Insurance Limited to:

- Resolve Miss G's issue with water pressure in her bath
- Cover the cost of any repairs that Miss G has to pay due to British Gas' errors (provided Miss G has evidenced that British Gas' error caused the need for a repair and she has provided receipts to evidence the cost of the repairs)
- Pay £100 additional compensation for distress and inconvenience (in addition to the £350 offered for the previous issues, if it hasn't paid it yet)

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 25 April 2022.

Pete Averill  
**Ombudsman**