

The complaint

Miss P has complained about the way British Gas Insurance Limited handled a claim under her home emergency policy with them, following a leak at her property.

What happened

Miss P contacted British Gas on 24 December 2021, to let them know she had a leak in her bathroom. An engineer visit was booked for 30 December 2021.

Miss P says she couldn't wait for this appointment and arranged for a private plumber to attend. Unfortunately, this didn't resolve the matter and Miss P contacted British Gas on 28 December 2021. They say they arranged an engineer visit for that day as they now believed that the leak wasn't contained.

British Gas say an engineer visited and although they isolated the leak, they couldn't carry out full repairs due to the poor-quality workmanship of the private plumber that had attended. Another engineer attended the next day and British Gas say they told Miss P the same thing.

Miss P was unhappy that full repairs weren't carried out. She said that she had only booked a private plumber due to the wait for a British Gas engineer. She didn't think she had been treated fairly and that British Gas should have dealt with her as a priority due to her medical condition. British Gas offered her £40 as compensation to resolve the complaint.

Our investigator looked into it and didn't think British Gas had done enough. She said that they should've attended quicker initially, as Miss P was recorded as vulnerable due to her medical condition. She said that the private plumber wouldn't have been required if they had. She thought that British Gas should pay her what it would have cost them to repair the leak, £150. She also said £100 compensation for the inconvenience was a fairer figure.

Neither party agreed and so the case has been passed to me to reach a decision. Miss P said that a total of £250 was not enough considering the cost and inconvenience to her. British Gas said that they didn't attend quicker as they thought the leak was contained and not a priority. They said the policy doesn't provide for repairs following unsatisfactory work by a third party.

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 have firstly considered whether British Gas should have done more to arrange an engineer visit sooner, after Miss P first notified them of the leak. They have confirmed she was recorded with them as a vulnerable consumer due to a medical condition. However, they say that the appointment wasn't booked in for six days, as the issue was reported as contained. Miss P disputes this and unfortunately due to the time that has passed, we don't have a copy of the call recording to confirm what was discussed.

However, I am satisfied that Miss P was disappointed with this timescale as she decided to employ someone privately to do the work. I can also see that British Gas had the capacity to book an appointment sooner, despite the time of year, as they did a few days later. Because of this, Miss P's status with the business and that the leak was reported as occurring every time the bath was used, I think British Gas should have arranged a quicker appointment. This wasn't done and so understandably Miss P hired someone herself to try and rectify the issue as an emergency.

Unfortunately, this didn't work and Miss P had to call British Gas a few days later and prior to the appointment that was booked. The issue was then marked as more urgent and an engineer visited that day which I think was fair. However, although they isolated and stopped the leak, they refused to carry out repairs. They relied on an exclusion in Miss P's policy which says that they won't cover issues where *"work has been completed by a third party, where work, in our opinion, has not been completed to a satisfactory standard"*.

I think its reasonable that British Gas didn't carry out any further repairs. I appreciate Miss P doesn't agree that work wasn't of satisfactory standard. However, I have seen the photos of the work and comments of two British Gas engineers who attended and I think its fair that they rely on this exclusion.

Despite this, I think British Gas should contribute towards the costs Miss P has incurred in trying to resolve the issue. If they had attended initially as they should have, Miss P wouldn't have attempted to rectify the issue privately, which has resulted in British Gas refusing to carry out any further work. They have estimated the cost of the repair to them, had the engineer first visited, at £150. This sounds reasonable and is what the policy would have provided for. I think they should reimburse Miss P this amount including interest, to compensate for the time she has been without these funds.

British Gas initially offered Miss P £40 compensation, but I agree with the investigator that £100 is a fairer amount. This is considering the initial wait and having to fix the issue privately, how long the matter has been going on for and the issues Miss P says she had in having the complaint logged initially.

Putting things right

British Gas should pay Miss P £150 as well as 8% simple interest from the time Miss P paid the third-party plumber until she is reimbursed.

British Gas should compensate Miss P an additional £60, bringing the total compensation to £100. They should pay this amount if they haven't already done so.

My final decision

My final decision, is that I uphold Miss P's complaint and British Gas Insurance Limited should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 24 August 2022.

Yoni Smith
Ombudsman