

## **The complaint**

Mr T complains about his home emergency policy with British Gas Insurance Limited (British Gas). The complaint is about the time taken to deal with a leak and additional damage.

References to British Gas in this decision include their agents who provide services under the policy.

This decision covers events after an earlier complaint by Mr T to British Gas and then to this service. The earlier complaint was the subject of a separate resolution by this service, with an amount of compensation (£300) agreed between Mr T and British Gas. This decision therefore covers events from British Gas's response to the earlier complaint in June 2021.

## **What happened**

The events concerning the complaint are well-known to both parties, so I'll only summarise them here.

In April 2021 there was a loss of pressure in the boiler at Mr T's property. Mr T contacted British Gas who sent engineers to find the leak and fix it. However, there were delays and missed appointments and the engineers couldn't diagnose the cause of the loss of pressure. After a series of appointments which didn't diagnose the cause of the fault, the issue was finally traced in March 2022 to a leak in pipework. The location of the pipework meant having to dig under the flooring in the lounge of Mr T's property and replace a section of pipework.

Unhappy at the length of time taken before the issue was finally diagnosed and fixed, as well as the impact of having an inconsistently operating heating system, Mr T complained to British Gas. He was also unhappy at the damage caused by having to dig up the flooring to fix the leaking pipe and to a radiator.

Having previously issued a final response in June 2021, British Gas issued a second final response (following the leak finally being detected and fixed) in June 2022, covering the issues between July 2021 and March 2022. In the response they noted that to fix the leak, it was necessary to dig up the floor of Mr T's property as the pipework was hidden underneath. While they reinstated the flooring and made good the access they'd had to make. British Gas said the terms of the policy meant they wouldn't cover additional costs for redecoration and new flooring. However, British Gas accepted the issue and its eventual resolution should have been diagnosed earlier. In recognition of this, British Gas offered £350 as a good will gesture for the time taken to diagnose and fix the issue and for the frustration caused to Mr T. British Gas also agreed to cover the cost of a replacement radiator (£412.50) that was needed as a result of the issues with the leak and pressure failures.

Mr T wasn't happy with British Gas's offer, so made a further complaint to this service. The main part of his complaint was about the length of time taken to diagnose and fix the issue, leaving him with an inconsistently operating heating (and hot water) system for many months, including over the winter period. He also said damage had been caused to his property from the time taken and the fixing of the leak, so he wanted British Gas to consider the cost of repairs and redecoration (he said he'd been told by British Gas they'd put aside £1,000 for this).

Our investigator upheld Mr T's complaint. He thought British Gas should pay Mr T £800 for the nine months of distress and inconvenience caused to Mr T. This reflected Mr T having been impacted by missed appointments, delays and intermittent heating and hot water throughout the period. On the issue of the replacement radiator, the investigator noted British Gas had agreed to reimburse the cost. The investigator didn't consider any other issues of additional cost, as Mr T hadn't provided evidence to support them.

British Gas disagreed with the investigator's conclusions and requested an ombudsman review the complaint. They thought the £350 compensation they'd offered considered the overall impact of what had happened on Mr T and didn't believe a further £450 (as the investigator thought) was justified.

### **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.

My role here to decide whether British Gas has acted fairly towards Mr T.

While there are distinct issues in Mr T's complaint, the overall issue is the time it took for British Gas to diagnose the issue and to fix it. In total, from when it was first reported by Mr T in April 2021, to when it was resolved in March 2022, it was just under a year. While this decision doesn't cover the original complaint, looking at issues up to British Gas's first final response in June 2021, it does cover the period from then until the issue was finally resolved. Which would be some nine months, for what turned out to be a leaking pipe under the lounge floor. The work records provided by British Gas indicate four visits over the course of the period (July 2021, September 2021, January 2022 and then finally in March 2022, when the issue was fixed). As well as the number of visits, there's also the gaps between them, which I've noted British Gas have accepted were too long. British Gas also accept they should have diagnosed the issue much sooner than they did (from what I've seen, it seems Mr T identified the eventual source of the problem).

Thinking about the impact on Mr T, having an inconsistently operating heating system over a nine-month period would mean a significant impact over an extended period. Particularly as that period included the colder months of the year. Based on this, I've thought about what would be reasonable compensation for the inconvenience caused to Mr T. I've also had regard to the published information from this service about how we assess levels of compensation for distress and inconvenience. In this case, I think the impact is significant, over an extended period of some nine months, which indicates an award in the range we would consider appropriate for significant disruption. (between £750 and £1,500). I think an award at the lower end of the range would be appropriate, so I've concluded £800 would be reasonable. So, I don't agree with British Gas's offer of £350 being sufficient.

While I've reached this conclusion on the central issue of compensation for inconvenience. I've also considered the other issues raised by Mr T. On his point about being told British Gas had put aside £1,000 for the cost of repair and redecoration, British Gas aren't sure what this may mean. They point to the terms and conditions of the policy regarding cover for trace and access. Under the *General Conditions* section of the policy there's a heading *Getting access and making good* which states:

*"In addition to the costs of parts and labour...cover up to £1,000 including VAT for getting access and making good..."*

*We won't be responsible for repairing any pre-existing damage, nor will we replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants."*

Thinking about this, it could be Mr T was thinking about the £1,000 limit for trace and access costs as set out above. But the above terms and conditions make it clear the policy doesn't cover replacing or restoring the original floor coverings. Similarly with redecoration, which again the policy wouldn't cover. So, I've concluded British Gas don't need to do anything more in this regard.

On the point about the replacement radiator, I note British Gas have said they will reimburse the cost (£412.50) under the terms and conditions of the policy. I think that's fair and reasonable.

### **My final decision**

For the reasons set out above, my final decision is that I uphold Mr T's complaint in part. I require British Gas Insurance Limited to:

- Pay Mr T £800 for distress and inconvenience.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell them Mr T accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 10 October 2022.

Paul King  
**Ombudsman**