

The complaint

Mr C complains British Gas Insurance Limited (British Gas) gave a poor service and failed to make a reasonable offer for repairs after damage was caused by its engineers who attended to repair a leak on his toilet.

There are several parties and representatives of British Gas involved throughout the complaint but for the purposes of this complaint I'm only going to refer to British Gas.

What happened

In October 2021 Mr C had a leak on a toilet in his house so he made a claim on his home emergency policy that he held with British Gas.

British Gas's plumber attended to repair the leak. A part was replaced and fitted. The part failed causing a leak through a ceiling. British Gas's plumber attended again and made the required repairs. British Gas said it would organise to repair the damage caused to the decoration in the room below the leak.

British Gas organised a date in December 2021 for its decorator to attend. Mr C also obtained a quote from a third party for the work required of £502.27. This was rejected as British Gas said it was too high.

As Mr C remained unhappy, British Gas offered two options. Either British Gas's contractor would carry out the remedial decoration repairs in December 2021 or it would provide a monetary payment of £350. Mr C declined both options.

British Gas accepted that the way it had handled the case, and the delays encountered, had fallen below the level it aimed to achieve. In recognition of this, it awarded £200 for the inconvenience caused by the damage that occurred following one of its visits.

Mr C feels that the offer of £350 is not enough for the repairs. He said as British Gas never came out to his house to look at the work required, how can it be certain it has calculated the cost of the required redecoration works accurately.

As Mr C was not happy with British Gas, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said Mr C was given fair and reasonable options for the remedial works to be carried out. They said the £350 settlement for the repairs and the £200 compensation was fair in the circumstances.

As Mr C is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

In this case the policy is a home emergency policy and this policy is designed to be used in an emergency situation. In this case the emergency was the leaking toilet. The issue in this case is putting right the damage caused by British Gas after the repair failed.

British Gas accepted it caused damage and I would therefore expect it to put things right and put Mr C's house back into the position it'd been in before the damage occurred.

I looked at the terms and conditions of the policy and it says;
"access and making good - getting access to your appliance or system, and then repairing any damage we may cause in doing so, by replacing items such as cabinets or cupboards that we've removed and by filling in holes we have made and leaving a level surface."

In this case the damage caused by British Gas was to the decoration of the room below the leak. It was agreed that the room required repainting.

I have seen that in this case British Gas initially offered to complete the decoration repairs with its own contractor. Mr C said he wanted to check up on the credentials of British Gas's contractor which British Gas did supply to him. British Gas also gave Mr C the option to obtain his own quotes for the repairs. Mr C did this and submitted a quote of £502.27 to British Gas.

British Gas rejected this amount as it felt the costs were high. It made an offer of £350, which is what it said it would be able to complete the same repairs for. It explained £350 was calculated using the work described on the third-party quote Mr C provided them. And said its plumber had taken pictures when he attended. It felt the £350 cash settlement offered was more than budget for a painter to conduct the work.

Although Mr C contests that British Gas did not come out to look at the work required, I don't think the approach taken by British Gas is unreasonable or uncommon in the industry. A physical visit wouldn't necessarily be required where a quote has been obtained.

I understand that this will have been a stressful time for Mr C, and I have seen he had to chase British Gas for updates. However I think the £200 compensation paid for the inconvenience caused by the delays and the damage that occurred following its visit to repair the leak is fair and reasonable in this case.

Because British Gas also gave Mr C the option to get the remedial works carried out by the British Gas approved decorator, I think the £350 cash settlement was fair.

Therefore, I do not uphold Mr C's complaint and do not require British Gas to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 27 October 2022.

Sally-Ann Harding
Ombudsman