

## **The complaint**

Mrs D complains about British Gas Insurance Limited's poor service following a claim under her home emergency policy.

## **What happened**

Mrs D discovered a leak in her home and contacted BG. It sent an engineer who diagnosed that the leak was causing damp, was located under concrete and needed an engineer to repair, what he classed as a long duration job. The engineer told Mrs D that an engineer would come the next day. But this didn't happen, and an engineer didn't attend until around four days later and fixed the leak.

Mrs D complained to BG as she felt that the delay in sending the second engineer caused further damage to her property. In its final response, BG offered Mrs D £100 as a gesture of goodwill. It said that the water damage was already present as the leak had been ongoing for a few days and had caused the damage. So, it advised Mrs D to claim on her home insurance.

Mrs D was given her referral rights and referred her complaint to our service. One of our investigators considered the complaint and thought it should be upheld. He said that essentially, it took BG longer than it ought to have done to attend and repair the leak, which was at its worst while Mrs D was waiting for BG. He recommended that BG needed to do more to address the impact this had on Mrs D, by increasing its compensation from £100 to £250.

BG accepted the view, Mrs D did not. She said that the damage that was caused would cost significantly more to repair than the £250 recommended. So, she asked for a decision from an ombudsman.

## **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.

Having done so, I will uphold this complaint, but for much the same reasons as our investigator. I understand that this may be a disappointment to Mrs D, but I hope my findings go some way in explaining why I've reached this decision.

I note that Mrs D has made a number of detailed points, which I have read and considered. I hope the fact that I don't respond in similar detail here won't be taken as a discourtesy. As an informal dispute resolution service, we are tasked with reaching a fair and reasonable conclusion with the minimum of formality. In doing so, it isn't necessary for me to respond to every point made, but to concentrate on the crux of the issue. And I think the main issue here, as BG has accepted the recommendations in the view, is the level of compensation that our investigator has recommended that BG pay.

Mrs D found a leak and contacted BG whom she held a home emergency policy with. BG accepted that it sent an engineer who initially diagnosed a long duration job, as the leak was under concrete. BG didn't repair the leak until around four days later. And Mrs D said that this caused damage to her home.

I've had a look at the policy terms and conditions to see what BG's obligations were. Especially as BG said that it wasn't responsible for the damage caused to Mrs D's home. The policy states: *'we're not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it, for example damage caused by water leaks'*. I think the term is clear that BG won't be responsible for damage caused by water leaks. But as BG didn't attend and repair the leak sooner, I think the impact of this should be recognised in the level of compensation.

Mrs D has provided water readings in support of her complaint. These show that the rate was higher than normal and particularly higher during the four days that she waited for BG to attend. So, whilst I think Mrs D would be responsible for the damage the original leak caused, I'm satisfied that there was damage that was caused as a result of the delay in BG attending.

I have considered the level of compensation. Initially BG offered £100 as a gesture of goodwill. It agreed with our investigator that it should increase the amount to £250. Whilst some of the damage was caused before BG attended (which Mrs D would be responsible for). Some of the damage was caused whilst Mrs D waited for BG to complete the repair.

The policy terms state that BG won't be responsible for damage caused by delayed appointments. So, I've taken this into account as well, as it could be argued that BG couldn't be held responsible for any damage caused due to the delayed appointment. Accordingly, I don't think it's reasonable for BG to cover all of the damage expenses, but I do think that BG ought to recognise the distress that Mrs D was subjected to. And I think it's fair and reasonable that BG increase its original offer of £100 to £250, for the impact of the delay in not attending to the leak sooner.

Taking all of this into consideration, I do think that Mrs D suffered distress and inconvenience and I do think that should be reflected in the compensation that BG ought to pay. So, I think it's fair and reasonable for BG to pay a total of £250 to Mrs D, for the trouble and upset caused.

### **Putting things right**

To put matters right, I direct BG as outlined below.

### **My final decision**

For the reasons given, I uphold Mrs D's complaint.

To put matters right, British Gas Insurance Limited to:

Pay Mrs D £250 compensation for the trouble and upset caused.

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

If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs D how much it's taken off. It should also give Mrs D a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 26 December 2022.

Ayisha Savage  
**Ombudsman**