

## The complaint

Miss C has complained that British Gas Insurance Limited (British Gas) didn't complete repairs properly at her property within a reasonable time and that they didn't deal with her complaint properly.

## What happened

Miss C holds a Homecare policy with British Gas. She is disabled.

On 12 April 2022 Miss C contacted British Gas Homecare as she noticed a substantial water patch on her ceiling. An appointment was made for the next day.

When the engineer attended, he released an air lock on the hot water. He also cut a hole in her ceiling trying to establish where the leak was.

The following day the leak was still there and so Miss C rang again and asked for the engineer to return. The engineer was booked for 16 April.

British Gas say the engineer attended on 16 April but there was no answer, and so the appointment was re booked for 19 April.

On 19 April the engineer completed a temporary repair but said that he needed a piece of equipment to complete the repair. Miss C rang on 20 April to chase what was happening, but she didn't get a response.

The engineer returned on 28 April, but Miss C advised that she had the repair completed privately.

Miss C sent two invoices to British Gas, one for the repair and one for restoration work to the hole in her ceiling totalling £450.

Initially British Gas refused to pay them as the terms of the policy state that they won't offer cash in lieu of repairs. However, after Miss C complained, British Gas offered to cover the cost of the repairs and pay £50 compensation for the distress and inconvenience caused. Miss C was unhappy with the compensation offered and also with the complaints process, and so she brought her complaint to us.

One of our investigators has looked into Miss C's complaint and he thought British Gas's offer was fair.

Miss C disagreed with our investigators view, and so the case has come to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows:

*I'm intending to uphold this complaint but I'm going to make a different recommendation to the investigator to resolve it. Because of that, this decision will be provisional, and I'll give both sides a chance to comment before I make a final decision.*

*What I have to decide is whether in dealing with this claim, British Gas have acted in line with the terms and conditions of the policy and fairly and reasonably.*

*British Gas have told us that they were under no obligation to pay the £450 for repairs as the terms of their policy state that there is no cover for third party invoices, and Miss C didn't attempt to contact British Gas to get pre authorisation for the repair.*

*Whilst I accept the terms and conditions don't normally cover third party repairs, I can see from the information provided to me that Miss C gave British Gas ample opportunity to do the repair before she had it completed privately. The issue was reported on 12 April and British Gas completed two visits on 13 and 19 April but had still not completed the repair.*

*They then didn't return to try and complete the repair until 28 April. Miss C has provided me with her phone bill which evidences lengthy calls made to British Gas on 12,14,16,19 and 20 April about this issue. Miss C tells me that on 20 April she told British Gas that if they didn't get back to her she would get the repair done privately. They didn't get back to her and so she had the repair completed on 24 April privately. I'm not able to listen to the calls she made as British Gas say they haven't retained them, but as the phone bill shows a long call on 20 April I'm satisfied that Miss C's account of matters is true, and British Gas were given notice of her intention.*

*In view of that, and of the delay in getting this fairly straightforward repair completed despite what British Gas knew about Miss C's health issues, I think it's fair that British Gas meets the costs of the repairs.*

*I've then thought about the amount of compensation that British Gas have offered Miss C for the inconvenience caused. I've received some further information from Miss C about her disability and the impact that not having a shower had on her, and her carer's ability to provide her with the care she required.*

*Miss C is wheelchair bound, with significant health issues which mean that she requires a shower daily with the help of her carer. She says that not being able to adequately wash for the 12 day period before she had the repair done had an impact on her mental health, caused her loss of dignity, and caused additional pressures for her carer, which in turn impacted on her care. She has described how she and her carer had to work around not having a working shower, and I can see that this has caused significant inconvenience.*

*British Gas have told me that they were aware of Miss C's vulnerabilities, and prioritised her repair, but I don't think they did enough, and I haven't seen any evidence of British Gas returning the call of 20 April. I also haven't seen that any attempt was made to call her prior to the visit on 16 April when Miss C says she was inside the property, even though she had previously asked to be called in advance due to difficulties answering the door. In view of that I propose to increase the award offered for distress and inconvenience caused.*

*I note that Miss C has found the complaints process less than satisfactory and she has also complained about this. However, complaints handling is not a regulated activity and so I can't consider that aspect of her complaint.*

*In the light of these findings, I therefore intended to uphold Miss C's complaint, and I invited the parties to comment.*

### **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've received comments from both parties and I've re-considered all the available evidence and taken into account the comments made.

British Gas say that they consider the £50 they have already paid is more than fair and reasonable, as they weren't obliged to cover any of the costs. However, as I have said above, I have considered the impact of the delay on Miss C given her significant disabilities, and I'm satisfied that an additional £100 bring the compensation more in line with what is reasonable.

And so, in light of the above, I'm making my final decision in line with my provisional findings

### **Putting things right**

I can see that British Gas have already settled the invoices of £450 and paid Miss C £50.

In order to put things right I am directing British Gas to pay an additional £100 to Miss C for distress and inconvenience, bringing the total compensation for distress and inconvenience to £150.

### **My final decision**

My final decision is that I'm upholding Miss C's complaint and direct British Gas Insurance Limited to put things right as outlined above

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 15 February 2023.

Joanne Ward  
**Ombudsman**