

The complaint

Mrs G has complained about British Gas Insurance Limited. She isn't happy about the way it dealt with a claim under her home emergency insurance policy and the poor service she received.

What happened

Mrs G made a claim under her home emergency insurance policy in relation to issues she had with her boiler stemming from around at least 2021. And she had to have a number of further visits from British Gas' engineers after this. And Mrs G was concerned to be told by one of British Gas' engineers that the previous engineer had done a poor repair.

When Mrs G complained about this and the poor service provided it offered £100 compensation and then a further £120 compensation (£220 total) in acknowledgement of the poor service provided. But Mrs G remained unhappy and complained to this Service.

Our investigator looked into things for Mrs G and upheld her complaint. He was persuaded by Mrs G's account that she had received a very poor service and that one of its engineer's undertook a very poor repair (they had left the boiler leaking and left a blue tissue to soak up water from the leak). Given this and Mrs G's difficult personal circumstances he thought the level of compensation should be lifted to £750 compensation. And he thought it should consider any expert evidence Mrs G provides in relation to any consequential damage to the boiler, surrounding area or fittings if she has future problems that could've been caused by the poor repair.

As British Gas didn't agree, mainly questioning the impact any poor repair would have had, the matter has been passed to me for review.

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.

British Gas appears to accept that it got a fair bit wrong in dealing with Mrs G's claim when it offered £220 in compensation. And even when our investigator advanced his view it has focussed on whether the poor repair could have an impact on any consequential problems with the boiler in the main.

I've looked at all the evidence in relation to the claim and how British Gas' engineers dealt with it. It is accepted that the claim was unnecessarily drawn out through 2021 and 2022 and Mrs G should be compensated for this. However, Mrs G has also explained that one of British Gas' engineers highlighted how a previous repair was of a very poor standard. Indeed, it could be argued that the poor repair was dangerous. Although it is difficult to establish exactly what happened I'm persuaded by the consistent account provided by Mrs G about this and it must have been very worrying and stressful for her. And so, I agree the compensation level should be lifted to £750 especially given the difficult personal circumstances Mrs G faced at that time.

Finally, I can understand why British Gas has questioned what did and didn't happen during the various attendances and whether the work that was undertaken could affect any consequential damage to the boiler and surrounding area. However, it is possible that the poor workmanship and allowance of a continued leak by one of its engineers has impacted things here but Mrs G would have to provide evidence of this and any impact British Gas repairs may have had if she has future problems. So, I don't think I need to address this any further now. I would just expect British Gas to consider this and any evidence Mrs G provides if she has problems in the future.

Given all of this, I think the fair and reasonable thing to do, in the particular circumstances of this case is for British Gas to pay £750 compensation. And to consider any evidence Mrs G provides if she has any further difficulty with her boiler and the surrounding area that could have stemmed from British Gas' engineers' poor repairs.

My final decision

It follows, for the reasons given above, that I think British Gas Insurance Limited should pay £750 compensation. And consider any expert evidence Mrs G provides in relation to any consequential damage to the boiler, surrounding area, or fittings if she has future problems.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 26 October 2023.

Colin Keegan
Ombudsman