

## The complaint

Mrs S has complained about how British Gas Insurance Limited (British Gas) dealt with a claim under a home emergency policy.

## What happened

Mrs S contacted British Gas to send an engineer to find a leak in her home. Several engineers visited to try and find the leak. Mrs S complained because she said the engineers damaged her home.

When British Gas replied to the complaint, it offered to refund £270 Mrs S had paid a builder to repair damage to the walls and skirting board as a gesture of good will. Following some further correspondence, British Gas later offered Mrs S a total of £350, which was the £270, plus £80 compensation.

So, Mrs S complained to this service. Our investigator upheld the complaint. She said British Gas hadn't refunded the full £270 offered, had charged a second excess and also hadn't provided evidence it had paid the compensation offered. She also said British Gas had damaged a cupboard door and needed to repair it.

British Gas agreed it hadn't paid the full £270 and said it would do so, but didn't accept it needed to deal with any of the other issues. So, the complaint was referred to me.

I issued my provisional decision on 13 October 2023. In my provisional decision, I explained the reasons why I was planning to uphold this complaint. I said:

*When British Gas responded to the complaint, it offered to refund the £270 Mrs S had paid a builder to repair items such as the damage to the wall and skirting board. British Gas only made a payment of £210. It told this service this was an error and that it would make the full payment of £270. So, I intend to require British Gas to make this payment to bring this issue to a close.*

*Mrs S has also said she paid two excesses as part of her claim. These payments were taken in February 2023 and May 2023. British Gas has provided its records for the May 2023 payment and explained that the second payment was for a different issue, which was with Mrs S's boiler. Looking at the records, this seemed to require the boiler fan to be replaced. So, based on what I've seen, I don't think Mrs S paid two excesses for the leak claim. So, I don't currently intend to require British Gas to refund the second excess.*

*Mrs S said British Gas also damaged a kitchen cupboard door and British Gas hadn't resolved this. Mrs S provided this service with a quote for £240 for the cupboard to be repaired. This service passed the quote on to British Gas. When British Gas replied, it didn't dispute that it had damaged the cupboard, but said the £350 compensation it had offered was in part to cover this damage and more than adequately covered the cost in the quote.*

*So, I've thought about this. I've read the emails where British Gas offered £350. British Gas asked Mrs S if she would "accept the £270.00 and £50.00 Compensation and £30.00 for the*

*stress caused to you and your home, making a total of £350.00". My reading of this is that the £270 was for the building work Mrs S had arranged to fix the damage to the wall and skirting board. This left £80 in compensation. So, this didn't cover the separate cost of the damage to the cupboard door. As a result, I currently intend to say British Gas should pay Mrs S £240 to repair the damage to the cupboard door.*

*I've also thought about compensation. From what I've seen, British Gas offered Mrs S a total of £80 compensation, once the cost of the builder's invoice was deducted from the amount offered. There were multiple engineer visits, which British Gas told this service was more than it would have liked, but that it was a process of elimination to find the leak and that it wouldn't take a kitchen apart unless it was necessary. However, I note the engineers sometimes visited without the appropriate tools, which appears to be why the wall and skirting board were damaged. I think this affected both the number of times British Gas had to visit and the impact on Mrs S, as she had the inconvenience of her home being damaged and then having to take steps to get it repaired. So, I currently think British Gas should pay a total of £200 compensation, which includes the £80 it previously offered in order to better reflect the impact on Mrs S.*

I asked both parties to send me any more information or evidence they wanted me to look at by 10 November 2023. Both parties responded before that date.

Mrs S said she had no further comments other than that she was extremely disappointed in British Gas.

British Gas said I was asking it to pay Mrs S a total of £710. It disagreed that its offer of £350 didn't include the cupboard door. It sent an invoice for £270 that it said showed the cupboard door was included. It said the £350 it later offered was in addition to the £270 it had previously offered. It said it had already offered £620 before our service was involved, which it considered more than fair and reasonable. It asked me to reconsider my decision.

I asked British Gas to explain which line in the invoice was for the cupboard door. British Gas replied that there wasn't a line in the invoice that showed this, but that its contractor had confirmed this. It also said it hadn't made the payment of £350 as Mrs S had declined it.

### **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 uphold this complaint and for the reasons given in my provisional decision. I've considered the comments from British Gas but this doesn't change my view about how this complaint should be resolved.

British Gas has said the £350 compensation was in addition to the £270 it previously offered and included the cupboard door. If that was the case, I think the way the offer was worded didn't make this clear. From what I can see, I also don't think Mrs S understood this was the case. One of the reasons she rejected the £350 offer was because she said it still left her with a damaged door.

But if I look at this more broadly, there seems to be agreement that British Gas should pay for the damage to the walls and floor, for the door and some compensation. British Gas thinks its offer of £620 was sufficient to cover this, which it says was made up of £270 for the wall and floor repairs, £270 for the door and £80 compensation.

In my provisional decision, I said British Gas should pay £270 for the wall and floor repairs and £240 for the door. If I were to agree that £620 was sufficient that would mean Mrs S would receive £110 compensation. However, I don't think that is enough to recognise the impact on Mrs S if I consider the multiple engineer visits, the engineers not always having appropriate tools with them and the impact on Mrs S of having her home damaged by the engineers and then having to arrange for the damage to be fixed. I remain of the view that British Gas needs to pay £200 compensation to better reflect the impact on Mrs S of what happened during the claim.

### **Putting things right**

British Gas should ensure it has paid the full £270 it previously offered, pay £240 for the cupboard door and £200 compensation.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require British Gas Insurance Limited to:

- Ensure it has paid the full £270 it previously offered.
- Pay £240 for the cupboard door repair.
- Pay £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 21 November 2023.

Louise O'Sullivan  
**Ombudsman**