

## The complaint

Mr M and Mrs M have complained about how British Gas Insurance Limited (British Gas) dealt with a claim under a home emergency policy.

As Mr M mainly dealt with the complaint, I will normally only refer to him. References to British Gas include companies acting on its behalf.

## What happened

Mr M owned a rental property. British Gas visited the property to fix a leaking tap. A short while later, the tenant reported a leaking pipe in the kitchen. British Gas arranged for an engineer to visit but then cancelled. Mr M contacted British Gas to explain the urgency of sending an engineer. An engineer later visited and stopped the leak.

Mr M complained to British Gas. He said that if an engineer had visited sooner, the kitchen wouldn't have been so badly damaged. He said British Gas should pay for the damage to the kitchen.

When British Gas replied, it said Mr M's tenant had initially scheduled the appointment. This had then been cancelled and rescheduled. Mr M later took over the situation from the tenant when it hadn't been resolved. An engineer visited and fixed the issue. It said there was pre-existing damage to the cupboards that wouldn't have been caused by the leak. The tenant could also have done more to prevent the damage. However, it offered £300 because of the length of time it took to visit.

Mr M contacted this service. British Gas told our investigator it would be willing to offer Mr M a total of £600, which was £300 for damage to a cupboard panel and £300 compensation. Our investigator contacted Mr M to put this offer to him. Our investigator said he thought the offer was fair in the circumstances. Mr M said he didn't accept the offer because the damage would cost about £4,000 to fix. So, the complaint was referred to me.

## 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 think the offer made by British Gas is fair. I will explain why.

It's my understanding that it was Mr M's tenant who initially contacted British Gas. When the leak was first reported, it was logged as a "*controllable*" leak. British Gas scheduled an appointment but then cancelled it. This seemed to be because there were other visits it assessed it needed to prioritise because of demand. Looking at the policy booklet, this said British Gas would attend "*within a reasonable timescale*". British Gas later accepted it should have attended sooner than it did.

It's my understanding that it was only when Mr M became aware the issue was ongoing that he contacted British Gas to request an urgent visit. British Gas contacted the tenant and was

told they were happy to reschedule the appointment to a more convenient time. British Gas later visited and carried out a repair.

So, I think British Gas could have visited sooner. But it assessed the situation based on the information available to it at the time. It had been told it was a controllable leak and there was no seeming urgency for it visit. The tenant also seemed to agree it was fine to delay the visit.

Mr M has said the leak caused extensive damage to the kitchen. British Gas assessed the damage and didn't think the leak could have caused the level of damage found. Looking at the damage, I think that is a reasonable assessment. I'm also mindful that the tenant didn't seem to think the issue was urgent or consider it an emergency.

British Gas has now offered Mr M a total of £600. This is £300 for a back panel in the kitchen and £300 compensation. In the circumstances, I think that is a fair offer to deal with the damage British Gas assesses it should contribute towards and to reflect the impact on Mr M. I'm aware Mr M wants British Gas to pay considerably more, but I think British Gas has made a reasonable offer to resolve this complaint.

### **Putting things right**

British Gas should pay the £600 it offered to settle the complaint.

### **My final decision**

British Gas Insurance Limited has already made an offer to pay £600 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that British Gas Insurance Limited should pay £600.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 3 January 2024.

Louise O'Sullivan  
**Ombudsman**