

## The complaint

Ms M's complaint is about the handling of a claim under her home emergency insurance policy with British Gas Insurance Limited.

## What happened

In January 2024, Ms M made a claim under her policy with British Gas, as she had a leak through her kitchen ceiling. British Gas sent a contractor to Ms M's property. However, Ms M says he flooded her kitchen, causing significant damage. Ms M says there was water damage to the walls, ceiling, kitchen appliances and plug sockets, and the loft insulation material was waterlogged. Ms M says the electricians cut out immediately and she experienced flickering lights and other issues afterwards. Ms M says it took her two days to clean up the kitchen and she had to dispose of food from the cupboards.

British Gas sent an electrician to inspect the electrics and Ms M says British Gas told her it needed to test a sample of the artex ceiling, which was now cracked, in case it contained asbestos. This all caused her significant worry and inconvenience. Ms M complained to British Gas and asked it to pay for the repairs to her property and compensation.

British Gas said the reason for the call out was a leak from the pipework from the kitchen extractor hood to the external wall, which is not covered under the policy. British Gas says that as there was already a leak through the kitchen ceiling, Ms M would likely have needed to have the ceiling repaired to some extent in any event. However, it said that the contractor accidentally poured a large quantity of water through the extractor, which it accepts caused damage to the kitchen. British Gas also says that it will always check for asbestos in an artex ceiling, as it is required to safeguard its contractors.

Having said all that, British Gas agreed to pay for the repair of the water damage and arranged for one of its building contractors to inspect the damage. The builder visited Ms M's property in March 2024. However, Ms M raised some concerns about British Gas's contractor and said she'd prefer to instruct her own contractor.

Around the same time, Ms M referred the complaint to us.

After referring the complaint to us, Ms M submitted her own quote for the work, of £2,500 plus VAT. British Gas agreed to pay the quote provided (which it says was £175 more than its contractor had quoted for the work) with the VAT element to be paid on completion of the work and presentation of the invoice. I understand the work was completed in June 2024.

British Gas also made an offer to pay Ms M £750 compensation for the trouble caused to her by this matter, including delays.

One of our Investigators looked into the matter. He was satisfied that British Gas's offer of compensation, on top of payment of the repair costs, was fair and reasonable in all the circumstances.

Ms M does not agree that the £750 offered is enough to reflect the worry, fear and trauma

she says the flooding of her property has caused her over a period of six months, especially given her health conditions. Ms M has made a number of points in her initial complaint and in response to the Investigator. I have considered everything she has said but have summarised her main points below:

- She booked the appointment with the electrician under her policy, which covers the electrics. British Gas did not send the electrician of its own volition.
- She had the added pressure of finding her own contractor.
- She had also obtained a second quote for £5,760, including VAT but as she thought this was excessive did not submit it to British Gas.
- She has gone out of her way to make things easier for British Gas throughout, even though she is in this position through no fault of her own, including agreeing to payment by cheque even though this would cause a delay.
- She has had many sleepless nights worrying about the damage to her property and the possibility of asbestos in her kitchen.
- She is in her 70s, with a number of health conditions which can be exacerbated by stress and this was a lot to cope with. It has caused her significant disruption and affected her mental and physical health.
- She had a flare up of a medical condition in April/May 2024 and has provided evidence of her health conditions.
- British Gas's contractor damaged the extractor, so she could not use her cooker properly, as the extractor was not usable. This meant her kitchen, which has no openable windows, became very hot and she felt unwell whenever she cooked.
- Her and her daughter, who has asthma, had to live with the wet insulation in the loft and mould on the ceiling.
- British Gas took longer than the eight weeks allowed to respond to her complaint, which caused her distress; and there was a lack of communication.

As the Investigator was unable to resolve the complaint, it has been passed 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.

I can see this was a difficult time for Ms M and acknowledge that any damage to one's home and the need for repair works is stressful.

Sometimes things go wrong. I have no power to punish or fine a business when they do but I do have the power to make awards that put things right and to reflect any material distress or inconvenience caused by any such error.

I acknowledge that there would likely have been some water damage to Ms M's kitchen ceiling already, as the reason its contractor attended in January 2024 was because she reported a leak through her kitchen ceiling. However, I do not need to make any finding about that, as British Gas has paid the cost of repairing the water damage to Ms M's home. I think that was reasonable in the circumstances. I also think it acted reasonably in instructing its own contractors to quote for the work and also when Ms M expressed dissatisfaction with them to agree to her own quote.

I agree that some additional compensation is warranted for the trouble caused to Ms M in addition to this.

I have read the information Ms M has provided about her medical issues and considered the evidence she has provided about this, including a letter from her GP regarding a particular

health concern which says: “*during the consultation the patient mentioned that stress relating to plumbing work may have contributed*”. I do not think there is any convincing evidence that any health issues occurred directly and solely as a result of this matter. However, I acknowledge that any additional stress on top of such health concerns will have a greater impact; and this was undoubtedly a difficult time for Ms M. She also had to clean up after the contractor’s attendance, arrange quotes and accommodate builders to carry out the repairs.

Having considered everything carefully, I am satisfied that the £750 compensation offered is fair and reasonable in all the circumstances and is in line with awards made in other cases.

### Complaint-handling

Ms M is also unhappy with the way British Gas dealt with her complaint, including that it did not respond to her complaint within the eight weeks that it should have done.

While I acknowledge that a lack of response would have been frustrating, complaint-handling is not a regulated activity in its own right, so I cannot consider British Gas’s handling of Ms M’s complaint and this cannot be taken into account in determining reasonable compensation.

### **My final decision**

I uphold this complaint against British Gas Insurance Limited and require it to pay Ms M the sum of £750 compensation for the distress and inconvenience caused by its handling of her claim.

Under the rules of the Financial Ombudsman Service, I’m required to ask Ms M to accept or reject my decision before 25 November 2024.

Harriet McCarthy  
**Ombudsman**