

## **The complaint**

Ms R complains about British Gas Services Limited (“BGS”) and the service they provided after she made a claim on her HomeCare insurance policy following her discovery of a leak in her kitchen.

## **What happened**

The claim and complaint circumstances are well known to both parties, so I don’t intend to list them chronologically in detail. But to summarise, Ms R held an insurance policy, underwritten by BGS, when she discovered a leak coming from her sink and escaping into the cupboard below. So, she contacted BGS to make a claim.

BGS accepted the claim, and instructed an engineer, who I’ll refer to as “D” to attend Ms R’s property. But D was unable to complete a full repair, as they required parts that were only available on order. So, they completed a temporary repair to the leak itself, and advised Ms R they would reattend when the parts were available.

But Ms R was unhappy with how long this took. And she was unhappy D failed to attend on 10 October, when she was led to believe they would. Because of this, and other service failings, Ms R asked that the attendance on 12 October be cancelled, instead asking that BGS settle the claim in cash, so she could instruct her own engineer. BGS refused to do this as they had ordered and obtained the part, as well as offer an attendance to complete the repair. Ms R was unhappy about all the above, so she raised a complaint asking that BGS cover costs she’d incurred, repair the damage caused to her sink unit and compensate her for the inconvenience she’d been caused.

BGS responded to the complaint and upheld it. They thought their refusal to settle the claim in cash was a fair one. But they accepted there had been delays in arranging a reattendance and that there had been confusion caused by their agents. So, they offered to pay Ms R £165 to recognise any distress and inconvenience she’d been caused. Ms R was unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint, and they didn’t think BGS needed to do anything more than they had offered already. They recognised BGS had accepted there were delays and issues with the communication during the claim process. But they thought the £165 offer was a fair one to recognise the above. They also set out why they thought BGS were fair to refuse settling the claim by way of a cash settlement, considering Ms R had been the one to cancel the reattendance. And they set out why they didn’t think they had evidence to suggest D’s work had caused the damage Ms R says is present, and needs repairing, to her kitchen unit. So, they didn’t think BGS needed to do anything more.

Ms R didn’t agree. She maintained the work D completed had damaged her plumbing, and her kitchen unit. So, she maintained the £165 offered by BGS failed to compensate her satisfactorily for this, and the delays and inconvenience she’d experienced during the claim. As Ms R didn’t agree, the complaint has been passed to me for a decision.

## **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 don't think BGS need to do anything more than what they have already to fairly resolve the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Ms R. I don't doubt it would've been inconvenient for Ms R to discover a leak in her sink, which ultimately prevented her from using it. And I recognise Ms R would've taken out the policy with BGS to help assist her both practically and financially in situations such as the one she found herself in. So, when BGS failed to progress her claim as effectively as she expected, and Ms R was left in a position where she felt the best option was to instruct her own plumber and BGS refused to cover the costs of this, I can understand why she'd feel unfairly treated and choose to complain.

In this situation, I note in their complaint response BGS accepted the claim took longer than it should have, and that their communication with Ms R fell below the standard they would expect. So, as this has been accepted by BGS, I think it's reasonable for me to assume these complaint points are no longer in dispute and so, I won't be discussing the merits of these in detail. Instead, I will turn to what I think BGS should do to put things right later within the decision.

I've then thought about the other complaint issues that do remain in dispute. I note Ms R feels D failed to complete a satisfactory first repair when they attended in September. And, due to BGS' failure to reattend promptly, or pay Ms R a cash settlement, her kitchen unit has been damaged.

But I've seen no evidence to support Ms R's position that the repair D initially completed was poor, or that it resulted in further damage being caused. I've seen D's attendance notes which states they had remade the joints and tested these before leaving the property. And it's not in dispute that the overflow was broken and needed parts to be repaired, which are the parts BGS ordered and offered to fit on 12 October, which Ms R refused.

From these notes, I think it suggests D had completed a temporary repair to stop the leak, on the basis that further repair work was required. So, I would expect Ms R to allow BGS to complete these.

But from the notes I've seen, which provide an outline of the conversations Ms R held with BGS, Ms R herself confirms she bought and fitted an overflow system herself. And she is asking for the costs she incurred buying the part, and the tools to fit this, to be reimbursed. And, that she did this work between D attending, and offering to attend with the part required.

While I do recognise why Ms R felt this action was required, as she wanted to be able to use her kitchen sink, I must also take into consideration Ms R completed work to the area in question herself, without the necessary qualifications to do so. So, I have no way of knowing if this work impacted the work D completed previously, or the leak D felt they'd fixed.

And I can't see that she has evidence of the condition of her sink by way of photos or videos, that shows its condition before and after she completed this work. Nor does she have alternative expert opinion, such as that of another plumber, that states the work D did was faulty, or poor.

So, because of the above, I don't think I'm able to say BGS should cover the costs to repair Ms R's kitchen unit, as I've no evidence to suggest the damage was caused by something D, acting on behalf of BGS, did wrong.

Nor do I think I can say BGS have acted unfairly when not agreeing to cover the costs Ms R may incur instructing her own plumber. While I don't doubt the claim took longer than Ms R wanted, and I accept Ms R arranged to take time off work without D re-attending as she expected, I don't think these service failures mean BGS had to offer to settle the claim as Ms R wanted.

I've seen BGS' terms and conditions which explain that BGS "*won't offer you cash instead of carrying out...repairs or replacements*". And in this situation, BGS were able to carry out a repair having ordered the part to do so. Because of this, while I understand why Ms R was unhappy with D, I think BGS have acted within the policy terms and conditions when explaining to Ms R they won't pay a cash settlement, and instead reaffirmed the option for Ms R to allow them to complete the repair.

And I want to make it clear that even if I was to say BGS should cover the costs Ms R incurred instructing a plumber, I've seen no evidence she did so. And I wouldn't expect BGS to make a payment to Ms R for work that had not yet been completed, as this may place Ms R in a position of betterment if this amount was more than any work Ms R had arranged. So, I don't think I can say BGS acted unfairly regarding this point.

I've then turned to what I think BGS should do to put things right regarding the delays and communication failures, as I referred to earlier.

### **Putting things right**

When thinking about what BGS should do to put things right, any award or direction I make is intended to place Ms R back in the position she would've been in, had BGS acted fairly in the first place.

In this situation, had BGS acted fairly, I think they would've acted more proactively to ensure the required parts were obtained, and an earlier reattendance date agreed. I also think they would've been more proactive in communicating with Ms R, ensuring they provided the right information regarding any reattendance.

Had they done so, I think Ms R would've been given the option of a reattendance sooner, which may have resulted in a repair to her sink. And she would've been prevented from arranging work commitments to be at home on 10 October, without D attending which I'm satisfied was the case, based on the balance of probabilities and the testimony I've considered.

So, I do think Ms R should be compensated for the above and the emotional distress this caused.

But crucially, I don't think I can say D's actions, which BGS are ultimately responsible for, led to further damage to Ms R's kitchen unit as I'm satisfied from what I've seen that the work they completed repaired the leak temporarily and that the leak was able to be contained anyway.

Nor can I say BGS are responsible for any of the delays in Ms R completing a repair to her sink, and any other inconvenience this caused, after 12 October as this was the date BGS offered to ensure D completed the repair. And ultimately, it was Ms R's own decision to refuse this reattendance, whether I feel her reasoning was justifiable or not.

I note BGS offered to pay Ms R a total of £165 to recognise the above. And having considered this offer, I think it's a fair one that falls in line with our services approach and what I would've directed, had it not already been put forward.

I think it's significant enough to recognise the avoidable delays caused by BGS' failure to act proactively, and the emotional distress and inconvenience Ms R was caused during the claim process due to the issues in communication. I note it is made up of a full year's premium refund of the plumbing aspect of Ms R's cover, to recognise the fact she didn't receive a repair under this aspect of the policy for this claim, which I think is a rational and reasonable response to the complaint Ms R submitted and the events of the claim.

But I think it also fairly reflects BGS being prevented from completing the repair they intended through Ms R's own decision making and that their insistence on completing the repair was a fair one, based on the policy terms and conditions. So, the £165 payment is one I am now directing BGS to make. But crucially, I don't think they need to do anything more than that.

### **My final decision**

For the reasons outlined above, I uphold Ms R's complaint about British Gas Service Limited and I direct them to take the following action:

- Pay Ms R the £165 offered in their complaint response to recognise the distress and inconvenience she was caused by the delays and failures in effective communication

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 3 September 2024.

Josh Haskey  
**Ombudsman**