

The complaint

Mr C is unhappy with the decision made by British Gas Insurance Limited (BGI) following a claim under his home emergency cover.

What happened

Mr C took out home emergency cover with BGI. In December 2023 Mr C reported a leak from his downstairs bathroom. BGI sent an engineer to investigate and complete repairs. But Mr C continued to experience issues and complained. BGI acknowledged its service had been poor, and paid Mr C £70 in recognition of this, and the impact on Mr C.

In April 2024 Mr C contacted BGI and reported two leaks. The work summary recorded by BGI noted *'2 leaks one on the sink and one on the waste pipe for the dishwasher.'* The engineer that attended repaired the leak on the dishwasher only.

Mr C called BGI and complained about the engineer's failure to inspect and repair the leak from the bathroom sink. As part of its investigation of Mr C's complaint, BGI spoke to the engineer that attended to Mr C's claim. The engineer said Mr C was asked if he had any further leaks that needed inspecting but he wasn't informed of any at the time. BGI offered Mr C £45 in recognition of any confusion caused at the time. It also arranged for another engineer to attend to the bathroom leak.

Mr C was unhappy with BGI's response, and brought his complaint to the Financial Ombudsman Service in July 2024.

The Investigator found that because Mr C hadn't referred his complaint about the poor service from the final response issued in December 2023 to the Financial Ombudsman Service on time, we wouldn't be able to look at that part of Mr C's complaint.

The Investigator also found that whilst there wasn't enough evidence to say what was discussed between the engineer and Mr C in April 2024, BGI had acted reasonably in attending to and repairing the leak. The Investigator said the £45 offered by BGI for any confusion caused was reasonable.

Mr C rejected these findings. Mr C said that the issues had been on-going since December 2023, and even when an engineer attended in April 2024, it took several visits for the bathroom sink to be looked at despite it being reported early on.

As the complaint couldn't be resolved, it has been passed to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read

and considered everything that has been provided

Complaint about work carried out in December 2023

The rules of the Financial Ombudsman Service say that a complaint must be brought to us within six months of the date a final response was issued. If a complaint is brought more than six months after a final response, we cannot consider it – unless there are exceptional circumstances which explain why it wasn't made in time, or unless BGI consents to us looking at an out of time complaint (which in this case it doesn't).

Mr C says the issues with the repairs needed to his bathroom sink have been on-going since December 2023. Having reviewed BGI's letter of 29 December 2023, I'm satisfied that it was appropriately formatted to qualify as a final response providing referral rights to this Service. Given the date of this final response letter, Mr C had until 29 June 2024 to refer his complaint to this Service. BGI has made it clear that it does not consent to this Service considering the complaint outside of these timescales.

Mr C's referral of his complaint on 16 July 2024 is beyond this deadline, and therefore falls outside to the six-month window he had to bring the complaint to this Service. As such, I have considered whether any exceptional circumstances apply in this case that may have prevented Mr C from referring his complaint in time.

Mr C has explained that he was unwell during the period between December 2023 and April 2024. I'm sorry to hear of this and recognise this must've been a difficult time.

I've seen that Mr C contacted BGI in April 2024 and continued to deal with BGI until referral of his complaint to this Service in July 2024. I accept what Mr C has explained about not being able to contact BGI soon after December 2023. But looking at the full six months and Mr C's communication with BGL during this period, Mr C's explanation doesn't satisfy me that there were exceptional circumstances for why he was unable to bring his complaint in time. So, I'm not persuaded that exceptional circumstances apply in this case.

I'm therefore satisfied that Mr C referred the December 2023 final response to us out of time, and that there are no exceptional circumstances which explain why he didn't refer it in time.

Mr C did refer the April 2024 final response in time. And so we can consider the matters covered in that final response.

Leak repaired by BGI in April 2024

The crux of Mr C's complaint is that the leak on Mr C's bathroom sink was missed when the engineer first attended to his home emergency in April 2024. My decision is only focused on events from April 2024. So I won't be commenting, or considering compensation for, any poor service from before this time.

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So I've considered the evidence to determine whether BGI has acted fairly and reasonably in handling Mr C's home emergency claim when it was reported in April 2024.

It's important to acknowledge that BGI accept that there could've been a breakdown of communication which led to the engineer not completing repairs to Mr C's bathroom sink during the first repair appointment. I accept Mr C's point that it would've been a waste of his time to have the engineer come out again, and the engineer ought to have been aware that both the dishwasher and sink needed to be looked at.

I've considered Mr C's comments. I've seen that the work summary recorded by BGI noted *'2 leaks one on the sink and one on the waste pipe for the dishwasher.'* I note that when the engineer first attended, there were repairs completed to the downstairs basin mixer tap. The engineer attended a second time to replace the waste pipe on the dishwasher. But Mr C's bathroom sink still hadn't been looked at or repaired.

I can understand Mr C's disappointment with the first engineer leaving without inspecting or repairing the bathroom sink leak, which is what he was expecting would happen. But having considered the location of the repairs to the dishwasher, I think that there is a strong likelihood that there was confusion about the repairs that were needed. I've seen that there was repairs completed to the basin mixer tap at the time of the initial call out. It was recorded *'replaced basin mixer tap pop up waste on downstairs basin tested all working.'* It's not unreasonable to think that the repairs to the bathroom sink were missed because work had been carried out to the basin mixer tap.

I understand Mr C's position that the engineer ought to have checked whether the repairs to the basin were the same repairs that Mr C had reported when contacting BGI. But equally I accept BGI's point about there likely being miscommunication about what repairs were needed.

I've considered the action taken by BGI once it was made aware that Mr C's leak for the bathroom sink hadn't been repaired. I've seen that another engineer attended in good time and the leak to the bathroom sink was attended to. The second engineer found that there wasn't a leak, but the likely cause of water dripping was condensation. The claim notes recorded the engineer *'tightened up all the nuts and tested it. all working as it should.'*

BGI offered Mr C £45 for the inconvenience caused in Mr C having to contact BGI to arrange a second engineer to attend. And having considered what has happened, and the actions taken by BGI to put things right, I'm persuaded this amount is reasonable, and broadly in line with what we'd expect. I'll explain why.

Mr C was caused hassle in having to arrange a second engineer to attend. This could've been avoided if the first engineer had attended to the bathroom sink leak in the first place. It's not clear what was discussed with the engineer at the time of the first inspection. But I do accept it was reasonable for Mr C to believe that the first engineer would try to inspect and repair all leaks in his home during the initial call out.

I've considered the impact on Mr C because of the leak not being looked at during the first engineer's visit. And although Mr C was inconvenienced in having to call BGI again, I'm persuaded the second engineer's visit was arranged in good time, and repairs completed in line with what we'd expect. So the impact on Mr C as a result of the first engineer not completing the repair to the bathroom sink during the initial call out, was short lived and limited. Overall I think £45 reasonably reflects this nominal impact, and is broadly in line with what this Service would expect in the circumstances.

I appreciate Mr C's disappointment with this outcome. This situation has clearly left Mr C feeling stressed, and upset. All things considered I'm satisfied BGI took reasonable steps to put things right after being informed about the first engineer not attending to Mr C's leak during the initial call out.

Putting things right

Mr C has explained he didn't cash the cheque sent to him for £45 and was told this would be paid into his account within six months if he didn't accept the cheque. Mr C says he still

hasn't received this money. It is for Mr C to decide if he accepts this final decision so that BGI can arrange payment of £45 to him.

My final decision

For the reasons provided I uphold this complaint. BGI is directed to pay Mr C £45.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 11 April 2025.

Neeta Karelia
Ombudsman