

The complaint

Mrs D is complaining about the way British Gas Insurance Limited handled a claim she made on her landlord home emergency policy.

Mrs D has largely been represented by her daughter throughout this claim and complaint, but for ease of reference I shall largely refer to anything her daughter said or did on Mrs D's behalf as being done by Mrs D.

What happened

In May 2024 Mrs D contacted British Gas to seek assistance on her landlord home emergency policy to resolve a blocked toilet. An engineer attended and cleared the blockage. A few weeks later Mrs D was advised of a leak coming through the ceiling so she sought further assistance from British Gas. Another engineer attended who advised it was the seal on the bath had cracks within it and needed replacing.

However, in August 2024 Mrs D's tenants advised her that there was discoloured water coming through the kitchen ceiling again. Mrs D arranged for a third party to attend the property who advised that there was actually a leak coming from the toilet. Mrs D contacted British Gas again who arranged for another engineer to attend. This engineer agreed with the third party and fixed the issue.

Mrs D complained to British Gas and raised the following:

- The failure to diagnose the cause of the leak first of all caused further damage to the property.
- She and her representative had to spend a significant amount of time on the telephone over several telephone calls and appointments trying to resolve the matter.

British Gas accepted it hadn't treated Mrs D fairly. So it arranged for a contractor to attend to fix the ceiling. It also said it would cover the cost of replacing three spotlights if Mrs D provided an invoice showing this work being completed. Finally it provided a discount to the premium and paid her £300 in compensation. Mrs D didn't think this was fair as she said she was looking for around £1,000 in compensation. So she referred her complaint to this Service.

Our Investigator didn't uphold this complaint as she thought British Gas had taken fair steps to put things right. Mrs D didn't accept the Investigator's opinion and reiterated she was looking for £1,000 in compensation. She also said the damage still wasn't resolved. And she asked for an ombudsman to decide the complaint. So, it's been passed to me to decide.

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've decided to not uphold this complaint and I'll now explain why.

As a dispute resolution service, this Service's role is to assess whether a business has acted fairly. If it hasn't, we then look at whether it's taken fair steps to put things right.

British Gas accepts it didn't fairly diagnose the fault in the first instance. So there's no dispute it didn't handle the claim fairly. However, it's agreed to cover all resulting damage and paid £300 in compensation. I think this is fair compensation.

Mrs D has said this matter has caused a lot of distress and said her daughter has had to spend a lot of time communicating with British Gas on this matter. But I can only consider any impact this matter has had on an "*eligible complainant*" under our rules. And an eligible complainant is essentially someone who is a customer or potential customer of a business. It also includes those who were an actual or intended beneficiary of an insurance policy. Mrs D's daughter wasn't a party of the insurance policy or a beneficiary of it. So she's not an eligible complainant. So I can't consider any impact this matter has had on her.

Ultimately, while I accept this was an upsetting matter, it was resolved in around two and a half months. And British Gas, during the complaint process, accepted responsibility for what happened. It has taken fair steps to put things right and the compensation it paid is in line with what I would have awarded and this Service's published guidance relating to compensation awards.

Mrs D has said she's looking for £1,000 in compensation. But this Service would consider this an exceptional award and is for situations of significant high levels of distress and inconvenience – often occurring over a long period of time. I don't consider this scenario to fall within this bracket.

Mrs D has said the ceiling still hasn't been resolved. But British Gas arranged for a contractor to repair the ceiling and I can't see she raised any issues with this repair afterwards. British Gas said it would refund the cost of replacing the spotlights if she provides an invoice for this, as it seems Mrs D wasn't willing to allow further British Gas contractors to attend any further. So it would be for Mrs D to arrange for this to be rectified and provide British Gas with the repair invoice.

My final decision

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 24 November 2025.

Guy Mitchell

Ombudsman