

The complaint

Miss G is unhappy with the service she received from British Gas Insurance Limited, in relation to a home emergency insurance policy she held with it.

What happened

Miss G had a 'homecare four' home emergency insurance policy with British Gas. The policy provided cover for various issues – such as repairs to the plumbing system at the property.

Miss G has said that she needed to use the policy on several occasions for emergency repairs needed at her property, throughout 2002. But that when using the policy, the service she was provided with was poor.

Miss G referred to a few events when talking about the service provided to her.

Firstly, Miss G said a British Gas contractor attended her property to carry out some work on a kitchen tap. But whilst conducting the work, they caused a leak in the kitchen. In addition to this, Miss G said the contractor turned off the water going to the washing machine – which then caused problems with the appliance when she tried to use it. Miss G said she then had to ensure that British Gas fixed the washing machine.

Another incident Miss G referred to was in relation to her bathroom. She said that a contractor attended to deal with a leak in the bathroom. But the contractor left the property with a leak still being present. Miss G said she tried to seek assistance from British Gas in relation to this but was initially told she should stem the flow of water with towels. Miss G noted said this was poor advice, and caused her to suffer significant injury, given she already medical conditions, such as spinal problems. Miss G said the injury this incident caused her has led to her still needing to use crutches now.

In addition to this, Miss G said the contractor dealing with the bathroom caused damage to a bathroom mirror. As well as carried out repair work to the sealant around the bath poorly – meaning a number of visits were needed to put the issues right.

As Miss G was unhappy with the service she received from British Gas, she raised a complaint with it. British Gas looked into this and provided a response.

British Gas accepted that some workmanship it completed had been poor. And it also acknowledged that it has caused damage to the bathroom mirror at Miss G's property. It confirmed these issues had been resolved. But offered Miss G £250 compensation for the distress and inconvenience she had experienced due to the above.

British Gas also recognised that Miss G had alleged that she had been physically injured due to its actions. In response to this, British Gas said Miss G would need to contact British Gas' insurer and provided the details for Miss G to do this.

Miss G remained dissatisfied with British Gas' response and didn't consider the £250 compensation offered to be sufficient. So, she referred her complaint to this service for an independent review.

Our investigator considered this complaint and didn't think this case should be upheld. They thought that British Gas has acted reasonably by putting right the unsatisfactory work and replacing the mirror. And they considered the £250 fair and reasonable to recognise the trouble and upset caused to Miss G by the poor work and damage.

Miss G didn't agree. Because of this, this complaint has been referred to me to decide. I issued a provisional decision to the parties. In this I said:

"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'm intending on upholding this complaint and requiring British Gas to pay Miss G £400 compensation in total. I've explained the reasons for my intended decision below.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether British Gas acted in line with these requirements when it handled Miss G's claims.

I've also reviewed Miss G's policy documents, to see what cover the policy provided. On doing so, I can see policy provided for repairs to several areas of the property – including plumbing, boilers, central heating and drains. A repair meaning that British Gas would fix the relevant boiler, appliance or system following an individual fault or breakdown. I've referred to additional relevant terms in policy, where relevant, in the sections below.

Kitchen tap

Miss G has said that British Gas attended to deal with a tap in the kitchen and caused a leak whilst carrying out work on it.

Miss G's policy does provide cover for plumbing repairs. But British Gas has provided a different version of events. It said it didn't attend Miss G's property – at least not in its capacity as home emergency insurer – to deal with any work to a kitchen tap.

I've requested information from British Gas in relation to visits to Miss G's home to understand what happened here. And I've seen notes from various visits to Miss G's property. But I haven't seen anything that suggests there was a visit under this policy to complete work to a kitchen tap. I also haven't seen any firm evidence from Miss G showing this was the case either.

Given the lack of firm evidence here, I don't think it's reasonable for me to say that British Gas, as home emergency insurer, attended and caused any leak in the kitchen at Miss G's home. If Miss G does have firm evidence of this, she should provide this to me to consider, alongside any evidence that this caused damage to her kitchen.

Given this, I don't intend on making an award in relation to this element of the complaint.

Washing machine

Miss G said that whilst British Gas attended for the kitchen tap it turned a value off which supplied water to the washing machine and didn't turn it back on. Miss G said this meant that when she went to use her washing machine it didn't work, and an error code came up on the appliance. Given this, Miss G said British Gas had to attend on several occasions to remedy the problem.

As I haven't found British Gas, acting as Miss G's insurer, attended to work on the kitchen tap, it follows that I don't find that it turned a valve off and caused damage to the washing machine during this visit.

But I've looked at Miss G's policy anyway, to see if it provides any cover for Miss G's appliance. And having done so, I can see Miss G doesn't have any cover for the washing machine itself.

She does however have cover for the pipework and plumbing supplying the washing machine – if it's had an individual fault or breakdown.

I've seen British Gas' appointment log in relation to the washing machine. And I can see that it attended on 23 May 2022 and discovered a valve was off. British Gas also attended the following day and repaired a valve to the washing machine. As these areas of plumbing were covered under Miss G's policy, I think British Gas acted fairly in attending and remedying these problems.

I can also see that Miss G let British Gas know, on 31 May 2022, that the washing machine programme had a problem – with an error code being displayed on the machine. As above, Miss G's policy didn't cover her for this problem, as it didn't cover the appliance itself. And I haven't seen British Gas caused the error code. But British Gas did repair the issue with the programme for Miss G anyway, outside of the policy terms. So, I'm satisfied British Gas did more than it needed to here. So, I don't make any award in this respect.

Bathroom leak

I've again considered the information provided by both parties, on the visits to Miss G's property – including those to attend to the bathroom.

On doing so, I'm aware there were several times that British Gas visited to repair plumbing in the bathroom, under the policy terms. I can see it attended in February 2022 and changed a mixer tap in the bathroom. And in March 2022 it fixed a leak from a segment of pipe underneath the bath. There appears to have been an additional visit in May 2022, for a tap.

And another visit in July 2022. But I haven't seen anything to suggest these visits were for the same issue. Instead, they look to be for different issues each time. So, I'm not satisfied British Gas did anything wrong here. It attended each incident to resolve it.

However, I'm aware that it attended in August 2022, and repaired a hot water feed. But when attending again in December 2022 the job notes say the previous contractor that had attended hadn't investigated the problem properly and had completed a poor repair. So, this contractor replaced pipes and flexis for both the hot and cold water.

Based on these comments, I think it's probable that the repair in August 2022 wasn't completed to the correct standard. I haven't seen that between August 2022 and December 2022 this effected the rest of the bathroom in any way. But I can appreciate how it would have been distressing for Miss G to realise that the repair wasn't carried out as it should have been. And I recognise it would have been inconvenient for Miss G to need an engineer to attend again in December, to fix things properly.

I've therefore also considered this issue when deciding what a fair and reasonable resolution to this complaint is. I've provided details of that later in the decision.

Damage to mirror

Both parties accept that when British Gas attended Miss G's property in August 2022, British Gas mistakenly damaged Miss G's bathroom mirror. And British Gas accepts this shouldn't have happened. So, it looked to put right the problem.

I agree putting right this damage was fair. Whilst the policy doesn't cover this sort of damage, British Gas caused the problem while carrying out insured work. So, I'd expect it to make sure Miss G was put back in the position she was in before the mistake happened – this being with the undamaged mirror being returned to the bathroom.

But I'm aware that putting right this problem took four months to resolve, with Miss G needing to alert British Gas to further problems, and her needing to accommodate additional visits to her home.

The contact notes provided by British Gas, as well as the information it has supplied on the visits to Miss G's address, show that the first time it attended to replace the bathroom mirror on 25 August 2022, it came to light the wrong size mirror had been ordered and so the work couldn't go ahead.

And the second time British Gas came to remedy the problem it then fitted a mirror with a crack in it, leaving Miss G needing to contact British Gas again, to highlight a further problem and ask for a third attempt to resolve the problem.

I can see how the need to accommodate visits, and raise further problems with British Gas would have been upsetting and inconvenient for Miss G. Further to this, I'm aware that British Gas sought to provide Miss G with a cash settlement, to get the repair sorted herself. But given Miss G's particular circumstances I can understand why this wasn't helpful for her. It wasn't until December 2022 that Miss G had a replacement mirror, with no damage to it, in place.

Given the inconvenience experienced here, I'm satisfied it would be fair and reasonable for compensation to be provided to Miss G. I've again provided details on this later in this decision.

Sealant

British Gas has said that in August 2022 it let Miss G know that the sealant around her bath needed fixing. But, explained to her that this wasn't something covered under her policy. I've looked at Miss G's policy in relation to this. And I can see that repairing sealant isn't covered.

*Under the plumbing section of the policy, under 'what's not covered' the following is detailed: "Showers and their parts, shower pumps, **sanitary ware**, spa baths, seals and grouting."*

Given this, I'm satisfied that British Gas was under no obligation to carry out any repairs to the sealant – the policy doesn't provide for this. And this is common in policies of this nature. But, British Gas did later agree to do this for Miss G anyway. Given this wasn't covered British Gas did more than it needed to here. However, as it accepted it would complete work to this area, I'd expect the work to be done to a reasonable standard.

British Gas accepts that the work carried out to fix the sealant was poor. And it remedied this by getting a contractor out to sort the problem – after initially looking to provide Miss G with a cash settlement to sort this. But I can see this took from 21 September 2022 when the work was carried out, to December 2022 when another contractor came and resolved the issue. I think it would have been reasonable to resolve this issue more efficiently – three months is a long time for Miss G to need to wait for this to be resolved. And I can also see how this would have been troubling for her.

Compensation

Given the above problems noted with the bathroom repairs, the damaged mirror and the sealant caused by British Gas, I've thought about what a fair and reasonable resolution to this complaint would be.

British Gas has offered Miss G £250 compensation – which she hasn't accepted. So, I've thought about whether I think this was fair and reasonable compensation for the trouble and upset Miss G experienced. Having done so, I don't think £250 is fair and reasonable compensation. I think this should be increased, so the total compensation paid to Miss G is £400.

I say this because Miss G had to contact Miss G again for a bathroom repair, which it appears was completed incorrectly in August 2022. And she had to accommodate another visit, some four months later as a result. She also had a period of four months during which she needed to raise concerns about a damaged mirror and poor sealant repairs before it was fixed, with multiple visits needed to resolve these issues. This meant an extended period of time which inconvenienced Miss G. And it would have been worrying for her, waiting for these issues to be resolved. I'm satisfied that £400 more fairly reflects the level of upset and inconvenience Miss G has experienced during this extended period of time.

I understand that Miss G wanted British Gas to replace the pipework under her bath. British Gas didn't agree to that. I think British Gas acted fairly in that respect – work to simply upgrade the pipework isn't covered by Miss G's policy. So, I'm not requiring it to do this.

Personal injury

Miss G has said that British Gas left a leak at her property, after fixing her bathroom taps. And has said that the advice she was given to stem the leak with towels caused her spinal injuries which are still occurring.

British Gas doesn't accept this allegation. It said it couldn't find any record of telling Miss G this. But it responded to Miss G's concerns, letting her know she could contact its insurer about the issue, and British Gas provided Miss G with the relevant contact details. British Gas said when doing so, Miss G should provide its insurer with details of the injury and information to evidence her allegation.

I think this was a fair thing for British Gas to do. By doing so, I think it's clear that British Gas took the allegation seriously. And I think it was reasonable for it to provide Miss G with details about how she could pursue this issue if she wanted to do so.

I understand Miss G may want me to comment on the personal injury she has alleged was caused by British Gas. But that isn't something I'm going to do. As above, I'm satisfied British Gas did the fair thing when it learnt of Miss G's allegation – and it would be for Miss G to now proceed with the course of action British Gas provided her with."

Miss G let us know she didn't agree with the provisional decision. But didn't provide any further comments or evidence in relation to this. British Gas also didn't agree. It said it didn't feel the additional compensation I intended to award was justified. And it said that the provisional decision was incorrect in saying the bathroom mirror wasn't replaced until December 2022 – it had in fact been replaced in September 2022.

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've decided to uphold this complaint, and require British Gas to pay Miss G £400 compensation in total.

There hasn't been any further comments or evidence from either party, that alters my findings on this complaint, or the reasoning for it. And so, my decision remains the same as that in my provisional decision, and for the same reasons.

But it's important to comment on the point that British Gas raises in response to the provisional decision. British Gas has said that its incorrect to say the bathroom mirror wasn't replaced until December 2022. But I remain satisfied with the information detailed within my provisional decision in this regard.

I acknowledge that a replacement bathroom mirror was provided prior to December 2022. But, as noted in my provisional decision, the replacement mirror provided had a crack in it. It wasn't until December 2022 that Miss G had a replacement mirror, *with no damage to it*, in place. This meant it took from August 2022 to December 2022 for Miss G to be put in the position she was in before the mirror was mistakenly broken by British Gas – this being having bathroom mirror which wasn't cracked.

In my provisional decision I explained why I considered £400 to be reasonable. As there has been no evidence which alters the chain of events as described in my provisional decision, or the impact I consider this had on Miss G, I do remain of the opinion £400 compensation is fair in this case.

My final decision

Given the above, my final decision is that I uphold this complaint and require British Gas Insurance Limited to pay Miss G £400 compensation in total.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 15 September 2023.

Rachel Woods
Ombudsman