

The complaint

Mrs P complains that British Gas Insurance Limited is responsible for poor service in connection with her home emergency insurance policy.

What happened

Where I refer to British Gas I refer to the insurance company of that name and I include other companies and individuals insofar as I hold that insurance company responsible for their actions.

Mrs P had British Gas insurance that included cover for her central heating and plumbing.

In May 2019 she was 80 years old and living alone. Her toilet cistern leaked water. She called British Gas for help. But it said she wasn't covered. So she later got an independent plumber to fix the leak.

Mrs P complained that British Gas refused to help with the emergency and it gave poor customer service. British Gas sent Mrs P letters dated 22 May and 10 June 2019.

Mrs P had serious illness. In April 2020 she contacted British Gas again. It sent a final response letter dated 7 May 2020. It said it was sending her a cheque for £20.00. Upset by that letter, Mrs P brought her complaint to us later that month.

Our investigator recommended that the complaint should be upheld in part. He didn't think the policy covered the work. But he didn't think British Gas acted fairly or reasonably. He said there had been inconsistencies between the communications sent out to Mrs P.

To reflect the inconsistencies and the particular upset caused in this specific case, he recommended that British Gas should increase the overall compensation from £20.00 to £150.00.

British Gas disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that:

- The policy didn't cover work to the cistern.
- It consistently said so in May & June 2019.
- There was an error in the final response letter in April 2020. But it didn't change the outcome and it doesn't warrant any further recompense.

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.

The policy terms included the following;

'What's not covered

*...shower pumps, **sanitary ware**, spa baths, seals and grouting'*

The bold type indicates a policy definition which was as follows:

'sanitary ware

- your toilet bowl and cistern, bidet, sink, pedestal, bath and shower tray.'

So the policy didn't cover Mrs P's toilet cistern. I'm satisfied that British Gas did enough to remind Mrs P of that fact. Its renewal letter for the year from 3 May 2019 included a policy summary which clearly stated that sanitary ware wasn't covered.

I find it likely that Mrs P could see her cistern had cracked and was leaking. And I find it likely that she told British Gas that. So it could've made it clear at that stage that it wouldn't help. But I've seen a British Gas complaint note dated 20 May 2019 including the following:

"Downstairs toilet under stairs - water leaking from cistern. Cust advised cistern is cracked. Cust advised cistern was not cracked prior to finding the water. Cust is confused as was advised by agent booking appt that she was definately covered. Cust advised info was provided in good faith but was left confused when [plumbing and drainage company] attended and advised this is not covered...."

Advised cust to refer to T&C's. Cust accepted T&C's show sanitary ware is not covered."

From that I think that – instead of being clear at the outset that its policy didn't cover the cistern - British Gas sent an engineer who declined to help. That must've caused delay, inconvenience and distress.

British Gas hadn't caused the leak. And Mrs P hasn't said what damage happened when. So I don't find it fair and reasonable to direct British Gas to pay compensation for water damage.

I accept Mrs P's statement that she had to get her neighbour and her son over to prevent further damage.

I also accept Mrs P's statement that the independent plumber spent around three hours sourcing and installing a replacement cistern. Later he replaced radiators. And instead of an itemised invoice he charged a lump sum of about £2,000.00 for all the work.

The British Gas letter dated 22 May 2019 didn't contain any detail at all of a response to Mrs P's complaint. But it included a statement of her right to refer her complaint to us within six months.

I've seen a British Gas complaint note dated 8 June 2019 including the following:

"as per T&C's we would not be able to repair/replace the cistern"

The British Gas letter dated 10 June 2019 didn't contain any detail at all of a response to Mrs P's complaint. But it included a statement of her right to refer her complaint to us within six months.

I accept Mrs P's statement that she was unwell. I think that prevented her from bringing her complaint to us. Mrs P contacted British Gas again in April 2020.

British Gas didn't take the stance that it had already sent a final response. And its letter of 7 May 2020 gave the first detailed written response to Mrs P's complaint. It also included a statement of her right to refer her complaint to us within six months.

In my view British Gas was correct not to say Mrs P's complaint to us was out of time.

But the final response included the following (save that I've added underlining):

"...we had limited availability, so we were unable to source an engineer to come out to your property to carry out repairs to your central heating system."

That reference to central heating was completely inaccurate. It made Mrs P feel British Gas hadn't considered her complaint individually.

The final response continued as follows:

"... our engineer could not come out sooner as per higher demands of breakdown in an emergency for vulnerable customer were prioritised to ensure we are able to assist vulnerabilities as quickly as possible."

That incorrectly assumed that Mrs P wasn't a vulnerable customer.

The final response continued as follows:

"As you have been unable to obtain an itemised invoice to confirm such works were carried out, we are not in a position to reimburse the costs you have incurred"

The final response didn't say that the reason for not reimbursing Mrs P was that the policy didn't cover the work.

I consider that the cheque for £20.00 did nothing to make things better. Mrs P told us recently that she hadn't paid it in – but we told her she could.

In its submissions to us British Gas has reverted to its reason that the policy didn't cover the cistern.

Overall, I consider that British Gas has fallen below a reasonable standard of communication in the way it dealt with Mrs P's claim and her complaint. I find that this caused Mrs P unnecessary extra distress and inconvenience during an already difficult time for her.

Putting things right

I agree with the investigator that £150.00 is fair and reasonable compensation for this.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mrs P - insofar as it hasn't already paid her - £150.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 7 August 2020.

Christopher Gilbert
Ombudsman