

The complaint

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

What happened

The Financial Ombudsman Service deals with a consumer complaint against one insurance company or other regulated financial firm at a time. Where a complaint is about a claim under an insurance policy, we treat it as a complaint against the insurance company that was responsible for dealing with that claim.

In our final decision we name that insurance company, but we don't name any other party. Where I refer to British Gas, I refer to the insurance company of that name and I include its associated plumbing and drainage company and others insofar as I hold that insurance company responsible for their actions.

Mrs G has told us that she lives with a disability and her husband has a serious health issue. She had a British Gas policy that covered central heating, plumbing and drainage and home electrics.

On 3 February 2020 Mrs G saw water flowing down her outside wall and bouncing on to the wooden-framed kitchen window below. So she called British Gas for help.

She complained about delay and other poor service. Mrs G brought her complaint to us in early March 2020.

Our investigator recommended that the complaint should be upheld. She didn't think that British Gas had demonstrated any reason beyond its control for the delay to complete the repair. She recommended that British Gas should compensate Mrs G £100.00 in addition to the £20.00 already paid for trouble and upset.

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

- It didn't cause the leak.
- The repair required a replacement cylinder, that was a special-order part. Therefore, it had to wait for the part to become available. This was out of its control and falls within "*reasonable timescales*".
- It has no record of confirmation of appointments for 12 and 18 February 2020.
- It is unable to agree to an additional £100.00 but would like to offer an additional £50.00 making a total gesture of goodwill of £70.00.

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 central heating cover and the plumbing and drainage cover overlapped in that each covered the hot water cylinder.

The policy included the following term:

“Reasonable timescales

We’ll carry out any repairs or visits you’re entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we’ll let you know as soon as possible and give you another time when we can visit.”

In assessing what is a reasonable time, I take into account various factors including the nature of the emergency, the work required, the likely consequences with the passage of time, and any health issues.

Mrs G contacted British Gas on 3 February 2020. As British Gas hasn’t provided call recordings, I accept Mrs G’s statement that she mentioned her disability and her husband’s health issue. British Gas visited the same day. British Gas ordered a replacement cylinder.

On 5 February 2020 British Gas rang to arrange fitting. As British Gas hasn’t provided call recordings, I accept Mrs G’s statement that she agreed 12 February 2020. But British Gas didn’t visit on 12 February 2020 and I don’t doubt Mrs G was upset.

British Gas visited the next day – twice. On the first visit it brought an unsuitable replacement cylinder. It partly drained the old cylinder. But that didn’t stop water overflowing onto the window. So there was a second visit to extend the overflow pipe further outside. British Gas booked another appointment for 19 February 2020.

Mrs G called British Gas on 13 February 2020 and the appointment was brought forward to 18 February 2020. Mrs G felt the call-handler had been rude, and she’d been cut off.

British Gas contacted Mrs G on 17 February 2020. It offered £20.00 compensation for the call on 13 February and Mrs G accepted that.

But there was further delay. British Gas cancelled the appointment on 18 February due to illness. On 19 February 2020 British Gas didn’t replace the cylinder. Instead it replaced a valve inside the cylinder and took away the extended overflow pipe.

The leak continued and again affected the kitchen window until the overflow was again extended.

I think Mrs G had to chase British Gas on 21 February 2020 to find out a visit was arranged for 24 February 2020.

On that day British Gas completed the replacement. So it had taken three weeks. I don’t find that was a reasonable time. And I don’t find that it was impossible to do the repair in a reasonable time.

In the meantime, Mrs G and her husband had low pressure and limited use of hot water while it leaked outside. And British Gas hadn’t communicated properly.

So I find that British Gas unfairly caused Mrs G distress and inconvenience.

Putting things right

Overall I find it fair and reasonable to direct British Gs to pay Mrs G – in addition to the £20.00 already paid – a further £100.00 for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct British Gas Insurance Limited to pay Mrs G – in addition to the £20.00 already paid – a further £100.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 10 September 2020.

Christopher Gilbert
Ombudsman