

## **The complaint**

Mr P complains that British Gas Insurance Limited (BG) delayed completing repairs to his outside tap, under his home emergency policy.

## **What happened**

Mr P had an outside tap that was constantly leaking and losing a lot of water. He contacted BG in April 2020 to repair the tap. BG told him that it was unable to attend to repair the tap as it had classed this repair as non-essential. And following a government directive due to Covid 19, it was only prioritising emergency repairs and customers who were vulnerable.

Mr P wasn't happy about this outcome as he said that he fully understood the government's directive, but this was no reason for BG not to have carried out the repair. So he raised a complaint with BG.

In its final response, BG said that it had agreed with Mr P to carry out the repairs once the government's directives had changed. Mr P wasn't happy about BG's response and referred his complaint to this service.

One of our investigators considered the complaint and didn't think it should be upheld. He concluded that BG hadn't acted unfairly as it had been complying with the government directives at the time.

Mr P didn't agree with our investigator and he sought proof of the specific government directive that prevented BG from completing the repair. When one wasn't forthcoming, he asked for a decision from an ombudsman.

## **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 won't be upholding this complaint. I understand that may come as a disappointment to Mr P, but I hope my findings go some way to explain why I've reached this decision.

My role is to determine whether BG has been reasonable in its dealings with Mr P. In doing so I have considered both parties comments and reviewed the policy schedule and terms and conditions of the policy. The main aspect of this complaint is whether BG were unreasonable to delay carrying out the repair of Mr P's outside tap.

Mr P's policy covered him for both emergencies and non-emergency work on an unlimited basis. BG said that it relied upon the following term as well as the government's directive as the reason why it couldn't carry out the repair within a reasonable time: *'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.'*

I think this clause meant that BG would aim to carry out repairs within a reasonable timeframe, unless there was something beyond its control that would make it impossible to carry out the repair within that time. Given the restrictions regarding Covid 19, I think it was reasonable for BG to rely on this and it carried out the repair as soon as practically possible.

BG were asked to provide the specific government directive that allowed it not to prioritise Mr P's repair. This was not provided. Instead it accepted that there was no specific government directive that prevented it carrying out the repair. But, I am satisfied that the government had announced restrictions and BG was prioritising emergency work and vulnerable people at that time. And because of this it wouldn't be fair or reasonable for me to conclude that BG ought to have carried out the repairs sooner.

I understand that BG completed the repairs in May 2020 and Mr P was reimbursed by his water company for the excess water loss. Consequently, Mr P hasn't suffered financially as a result of BG not being able to repair the leaking tap sooner. I accept that Mr P was inconvenienced by the tap not being repaired quicker but given the global pandemic and the need for BG to prioritise emergency work, I don't think it was unreasonable for BG to have attended at the earliest opportunity possible, which is what it did here.

In the circumstances, I'm unable to find that BG could've acted sooner, nor did it deal with Mr P's claim unfairly. As such, I can't reasonably ask it to do anymore.

### **My final decision**

For the reasons I have explained, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 13 January 2021.

Ayisha Savage  
**Ombudsman**