

The complaint

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

What happened

From at least May 2018, Mr T had a British Gas Homecare agreement. We categorise that as a home emergency insurance policy although it isn't just for emergencies.

The agreement covered repairs to central heating and plumbing and drains (as well as home electrics). Each claim was subject to an excess or fixed fee of £60.00.

British Gas Insurance Limited was the insurance company responsible for dealing with claims. Where I refer to British Gas, I refer to that insurance company and I include its plumbing and drains company and others insofar as I hold that insurance company responsible for their actions.

British Gas visited Mr T's home in March 2019. The agreement was renewed in May 2019.

In November 2019, Mr T reported a water leak. British Gas visited again and replaced a combi valve. Mr T complained that British Gas had failed to see the leak on the earlier visit, resulting in high water bills.

After Mr T chased up his complaint, British Gas wrote a final response in about May 2020. British Gas paid Mr T about £132.00 compensation for wasted water and £30.00 for the inconvenience caused.

In June 2020, Mr T again reported a leak. On 10 June 2020 a British Gas plumber visited and said the leak was from the central heating system. So a British Gas heating engineer visited and did a repair. Mr T paid £60.00

But the next day 11 June 2020, Mr T reported that the leak was still showing. Mr T complained that the engineer on 10 June had been unprofessional and careless. Another British Gas engineer visited and replaced different parts.

Mr T complained that there had been unproductive visits, causing him anxiety about Covid and – on 11 June – a loss of earnings.

On 10 July British Gas wrote another final response. It offered £50.00 towards ceiling damage and £80.00 for inconvenience. It said it was sending Mr T a cheque for £130.00.

Unhappy with the British Gas final responses of May and July 2020, Mr T brought his complaints to us in early August 2020.

Our investigator didn't recommend that the complaints should be upheld. She thought that British Gas had offered a fair outcome for the distress, inconvenience and frustration caused.

Mr T disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- He suffered a loss of earnings.
- British Gas should pay more compensation for inconvenience.

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 British Gas policy terms included the following:

“Any other loss or damage

We're not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example damage caused by water leaks”

So British Gas excluded responsibility for water leaks unless they were caused by British Gas.

From what Mr T and British Gas have each said, his tank had a leak in 2019. I find it inevitable that this was going to cause Mr T some inconvenience. There's not enough evidence for me to say that British Gas should've found the leak when it visited in March 2019. Also, I haven't seen any water bills.

So I don't find it fair and reasonable to direct British Gas to pay any more than it has already paid for wasted water and inconvenience up to the British Gas visits in November 2019.

I haven't seen enough evidence to say that British Gas should've done anything more or differently in November 2019.

I accept that on 10 June 2020 there was one unproductive visit by a British Gas plumber. And I accept that this caused Mr T some concern about Covid.

But I accept that on the same day the British Gas heating engineer saw a water leak from the automatic air vent (AAV) in Mr T's airing cupboard. I'm satisfied that he replaced the AAV (including using PTFE tape).

I don't doubt Mr T was disappointed to find wetness the next day. He had to arrange another visit from British Gas. A British Gas engineer replaced a hot water valve.

There's not enough evidence to say that the engineer could've or should've replaced that valve the day before. And there's not enough evidence to say that British Gas caused water damage.

I find that Mr T only paid one fixed fee or excess of £60.00 for the visits in June 2020. I don't find that unfair or unreasonable.

From an email, I accept that Mr T had cancelled an eight -hour shift for which he would've earned £640.00 on 11 June 2020. But Mr T has said he works as a locum. So I find it likely that he has an element of choice about when he works – and he was able to make up the

time and money later. So I don't find it fair and reasonable to direct British Gas to compensate him for loss of earnings.

I accept that British Gas was responsible for shortcomings in its service and that these caused Mr T some extra distress and inconvenience at an already difficult time. Overall, I'm satisfied that British Gas has paid Mr T enough to compensate him for this.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 15 February 2021.

Christopher Gilbert
Ombudsman