

The complaint

Mr G complained that British Gas Insurance Limited (“British Gas”) took too long to stop his leak under his Home Emergency policy, resulting in greater damage to his property.

What happened

Mr G made a claim on his policy at 9:51am after he noticed his bedroom radiator was leaking. British Gas booked an “all-day” appointment, which meant its engineer should’ve turned up before 6pm to fix the leak. Mr G made several calls during the day to try and accelerate British Gas’ visit.

British Gas’ engineer attended at 6:54pm the same day and fixed the leak. However, Mr G was unhappy. He said the delay in British Gas attending led to his property suffered greater damage.

Mr G had a successful claim under his property and contents insurance for the damage but was unhappy that he had to pay an excess on both these claims (£600 in total). He said the excessive damage meant he had to stay in alternative accommodation longer than he would’ve needed to. He wants his excess payments paid by British Gas and further compensation for the inconvenience he has experienced.

British Gas offered £50 compensation as “*an apology for the multiple calls and the delay in the engineer attending*”. However, British Gas said it wouldn’t pay Mr G’s £600 excess or any other compensation as this wasn’t covered by the terms and conditions of the policy. It said the damage caused was “*consequential of the leak which was not caused by British Gas*”. Mr G declined the compensation that was offered.

Our investigator decided not to uphold the complaint. He thought British Gas had met the terms and conditions of the policy by attending within “*reasonable timeframes*”. He said the £50 offered by British Gas was reasonable for the inconvenience caused. Mr G disagreed, so the case has been referred to an ombudsman.

My provisional decision

I issued a provisional decision on this on 30 August 2022. I said:

“Mr G thought British Gas took too long to attend to his leak, so I’ve considered whether I think it attended within a reasonable timeframe. British Gas said it would attend between 8am and 6pm the day Mr G reported his leak. I have checked the terms and conditions of the policy to understand what responsibility British Gas had. I can see that the policy sets out British Gas should attend in a “reasonable timescale” – it defines this as “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”.

As British Gas fixed the leak the same day the claim was raised, I think it’s met the terms and conditions of the policy by fixing the leak in a reasonable timescale. However, British

Gas couldn't attend until nearly one hour after the scheduled appointment slot. Whilst I don't think an hour is a long time in these circumstances, I do think British Gas should've attended before 6pm as this is the clear expectation it had set with Mr G. I can't see that British Gas attempted to inform Mr G in advance that its engineer would be delayed, which is a requirement set out in the terms and conditions of the policy.

So, I intend to uphold this aspect of the complaint. I intend to award £100 additional compensation to Mr G for the inconvenience caused for the additional waiting time. I think it was clear by the calls Mr G made that he was distressed by the situation and I don't think British Gas did enough to alleviate this by properly managing his expectations. So, I don't think the £50 compensation offered is sufficient in these circumstances.

I've considered whether British Gas should pay anything towards the £600 costs Mr G has incurred with his insurer. I don't think it's reasonable for British Gas to pay this and I'll explain why. The policy excludes "any other loss or damage". The policy explains that "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. We're also not responsible for any losses incurred as a result of delayed, rearranged or cancelled appointments".

I think British Gas broadly met the requirements of the policy by repairing the leak in a reasonable timeframe. The policy doesn't set an expectation it would've fixed the leak any sooner than it did. British Gas didn't cause the leak and the policy excludes damage caused by water leaks, so I don't think it's fair to expect it to compensate Mr G for the excess payments he paid to his property and contents insurer. I think it's likely Mr G would've paid these excess payments even if the leak had been fixed much quicker, say in two hours.

In summary, I intend to uphold part of the complaint, where British Gas has failed to meet the expectations it set Mr G on appointment time and it failed to communicate any delays to Mr G. However, I don't think it's reasonable to hold British Gas responsible for any part of the damage caused by the leak".

Responses to my provisional decision

British Gas accepted my findings and didn't have anything more to add.

Mr G didn't have anything more to add.

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.

Given neither party has provided any new information, I see no reason to change my provisional decision.

My final decision

My final decision is that I uphold this complaint. I require British Gas Insurance Limited to pay Mr G:

- £100 compensation – for distress and inconvenience (plus the £50 already offered if it's still not been paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or

reject my decision before 31 October 2022.

Pete Averill
Ombudsman