

The complaint

Mr O complains about British Gas Insurance Limited's (BG) delay in handling his claim under his home emergency policy.

What happened

Mr O had a leak on his drive and contacted BG to make a claim. On the same day that he reported the leak, BG sent an engineer. The engineer couldn't repair the leak as he required leak detection equipment. So, another appointment was arranged for around four weeks later. BG did advise Mr O that if an appointment became available sooner, it would contact Mr O.

Due to the wait for an engineer to repair the leak, Mr O enquired whether he could pay privately with BG reimbursing the cost of this. BG refused, as it said that it could carry out the repair.

BG said that an earlier appointment became available, and it contacted Mr O a few times by phone. But on each occasion, there was no answer. Mr O disputes this and said that if there had been no answer, BG ought to have left a voice message or text. Around a week after this, BG attended and completed the repair.

Mr O complained to BG due to the trouble and upset caused. He also said that due to the water leaking for around one month, this caused his water bill to be higher than normal. He and his family were inconvenienced by the leak, especially as he had to turn the water on and off in order to mitigate his loss. He had to explain to neighbours about the leak and when the repairs were going to be completed. And it caused stress and arguments within his family. He asked BG to reimburse him for the outstanding water bill of around £206. As well as compensation of £1,000, for the trouble and upset caused.

In its final response, BG accepted that Mr O was inconvenienced by the event. It offered initially £40 compensation, which was later increased to £70 and apologised for the service Mr O had received. Unhappy with this outcome, Mr O referred a complaint to our service.

One of our investigators considered the complaint and thought it should be upheld. He said that BG had caused unnecessary distress and inconvenience for around 19 days. In that, Mr O had to turn off and on the water (as necessary), the stress this event caused and the embarrassment he felt as neighbours asked when the leak would be repaired. So, he recommended that BG increase its offer of compensation to a total of £250. He also said that he was unable to ask BG to pay onwards the outstanding water bill as the water company had accounted for this in the water wastage allowance. And had refunded Mr O the cost of this.

BG accepted the view, Mr O did not. He said that the view didn't consider the stress and inconvenience caused to him and his family. And the lowest amount of compensation that he would accept would be £600. So, 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 will uphold this complaint, but for much the same reasons as our investigator, which I realise is likely to be a disappointment to Mr O. But I will explain why I think this is fair.

Mr O contacted BG to make a claim as there was a leak on his property. BG assessed the leak and advised Mr O that he would need a leak detection team to carry out the repair. There was a delay in sending a team to carry out the repair of around four weeks. BG explained that as the repair required a specialist team, the team involved is usually booked up in advance. BG also explained that it would offer Mr O an earlier appointment if one became available.

BG accepted that it caused Mr O distress and inconvenience but did say that Mr O didn't indicate to them that he or any member of his family, had any vulnerabilities, so that the repair could have been carried out sooner. Despite this, it offered Mr O compensation of £70, for the distress and inconvenience caused.

Mr O explained that he and his family were put under great stress and inconvenience due to the fact that BG didn't repair his property sooner. And because of this, he requested a higher amount of compensation, namely £600. He felt that the recommended compensation (that BG has accepted it would pay) of £250 did not adequately reflect the trouble and upset caused. So, I've had a look at the impact this had to see if the compensation ought to be increased.

I agree that BG has caused Mr O unnecessary distress and inconvenience and I accept that he was put under a lot of strain as a result of it not attending sooner. But BG has said and provided evidence to show that it made attempts to contact Mr O to arrange an earlier appointment. Further, it said that Mr O did not mention that there were any vulnerable persons living at the property. If there had been Mr O would've been given a priority appointment. Fortunately, the repair was carried successfully on the original appointment day.

For our service to recommend an award of around £600 to be fair, we would look at the impact of BG's mistakes and whether this caused substantial distress, upset, worry, or even potentially a serious offence. I understand that Mr O said this caused a lot of stress, some arguments within his family, but I haven't been provided with any evidence of potentially a serious offence having been caused. And I must also say any home emergency is going to involve a homeowner in some inconvenience.

Whilst I appreciate that there was frustration caused to Mr O and it took some chasing from him. I can't agree that there was any specific impact on him, that placed the level of compensation to fall within this category. Instead, I think that the delay caused Mr O the more than the levels of frustration and annoyance that would be reasonably expected from day-to-day life, and the impact was more than just minimal. Consequently, I think that it is fair that BG increase its original offer of £70 to a total of £250, for the trouble and upset caused.

I know that Mr O was deeply unimpressed with how BG handled his claim and the complaint about it. I also know that he was hoping for more compensation for the trouble and upset caused. But I've taken all of his detailed comments into account in reaching my decision and when assessing the impact on him due to the leak, which I think caused distress and

inconvenience and needed a lot of effort to sort out, an award of £250 is fair and reasonable. So, I won't be recommending a higher amount of compensation.

Putting things right

To matter right, I direct BG as below.

My final decision

For the reasons given, I uphold Mr O's complaint.

To put matters right, British Gas Insurance Limited to:

Pay Mr O £250 compensation for the trouble and upset caused.

British Gas Insurance Limited must pay the amount within 28 days of the date on which we tell it Mr O accept my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr O how much it's taken off. It should also give Mr O a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 24 February 2023.

Ayisha Savage
Ombudsman