

The complaint

Mr R complains about British Gas Insurance Limited ("BGI") and the level of service he received when he made a claim on his insurance policy.

What happened

Mr R held an insurance policy, underwritten by BGI. This policy was designed to cover appliances such as his boiler, as well as his plumbing and drainage.

Unfortunately, on 12 February 2023, Mr R's drain had blocked and was overflowing onto his patio. So, he called BGI to make a claim.

But BGI explained, due to the availability of its engineers, its next available appointment to unblock the drain would be on 1 March, some 17 days later. Mr R was unhappy about this, so he arranged for the drain to be unblocked by his own contractor. And he raised a complaint.

Mr R didn't think it was reasonable for BGI to expect him to wait 17 days for an appointment when he was left in a position where raw sewage was leaking into his garden. So, he wanted to be compensated for the upset this caused. And he wanted BGI to confirm their internal service level agreements so he could understand how long he was expected to reasonably wait for an appointment in similar circumstances.

BGI responded to the complaint and upheld it. BGI explained they intend to carry out repairs within a reasonable amount of time. But that this can be impacted by engineer availability, and the vulnerabilities of its customers which may require prioritisation. BGI accepted it was unreasonable to expect Mr R to wait 17 days for an appointment and, although they did call Mr R the following day to try and bring this forward where they discovered the drain had already been unblocked, they paid Mr R £100 to recognise any inconvenience and upset he'd been caused. Mr R remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn't uphold it. They explained our service can't compel a business to provide or publicise their internal service level agreements, as this is commercially sensitive information. And they recognised that while the 17 day wait time for an appointment did seem to be an unreasonable length of time, they thought the £100 BGI paid Mr R to recognise this was a fair compensatory offer, considering the fact Mr R managed to arrange for the drain to be unblocked himself. Our investigator also explained we would expect a business to take into account customer vulnerabilities when prioritising appointments. So, they didn't think BGI needed to do anything more.

Mr R didn't agree. He didn't think it was fair for him to pay the same policy premium as someone else who may disclose a vulnerability and receive a differing level of service. And he didn't think the potential health and safety aspect of his situation had been adequately considered. As Mr R didn't agree, the complaint has been passed to me for a decision.

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'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mr G. I appreciate he took out the policy with BGI to protect himself financially, and to help minimise any inconvenience he would be caused, in situations such as the one he found himself in. And I don't disagree with Mr R that being told he'd need to wait 17 days for an unblocked drain to be sorted appeared to be an unreasonable amount of time. So, I can understand why Mr G would seek clarification on how long customers are usually expected to wait, and whether he'd been treated differently on this occasion.

But our service is unable to compel a business to disclose their own internal service level agreements. Nor are we able to comment on the fairness or reasonableness of these. This is because these internal agreements are deemed to be commercially sensitive and form part of a business' commercial decision making, which falls under the remit of the industry regulator to consider and act upon. So, I won't be discussing this aspect of the complaint in any further detail.

Instead, I've focused solely on the actions BGI took when processing the claim, and the fairness of the compensatory offer they've already paid Mr R. Having done so, I don't think BGI need to do anything more here. And I'll explain why.

I don't think it's in dispute from either side that 17 days was an unreasonable amount of time to expect Mr R to wait, considering he had a blocked drain which was causing raw sewage to spill onto his patio. But I can see that BGI did attempt to find an earlier appointment, calling Mr R the following day to explore this when they were made aware Mr R had already sourced a contractor to unblock the drain.

In this situation, I would expect BGI to consider potential reimbursement of the costs Mr R incurred, as I think there was an urgency to resolve the situation because I do think having raw sewage in his garden could've been a potential health risk. But I would expect Mr R to provide an invoice, so BGI are able to confirm the actual cost incurred by Mr R. As Mr R hasn't been able to provide an invoice, I don't think I can say BGI have acted unfairly when not reimbursing him the costs he incurred at this point in time.

Even so, I do think Mr R needing to source his own contractor would've been inconvenient and stressful. And, had BGI been able to offer an appointment within a more reasonable amount of time, I don't think Mr R would've needed to endure this inconvenience. So, I do think Mr R should be compensated for this.

BGI paid Mr R £100 to recognise this. And I think this payment is a fair one, that falls in line with our service's approach and what I would've directed had it not already been paid. I think it fairly reflects the inconvenience and worry Mr R was caused, which could've been avoided had BGI been able to offer Mr R an earlier and more reasonable appointment. But I also think it takes into consideration the fact that Mr R managed to arrange for the drain to be unblocked himself and so, he wasn't exposed to the potential health risk the blockage posed for an extended period of time. Because of this, I don't think BGI need to offer anything more on this occasion.

I note Mr R also has concerns about the way he was treated, compared to another customer who may have declared vulnerabilities. And, whether he should be expected to pay the same premium in this situation. But it is our services expectation, and standard industry approach, for businesses to consider the individual circumstances of each customer and the situation they find themselves in. And vulnerabilities can impact these circumstances and the need for a more urgent appointment. I would expect a business to take these factors into consideration and I don't think them doing so means Mr R has been treated unfairly. I can see from BGI's notes that Mr R's situation was deemed to be "*High Urgency*" and so I think the appropriate level of consideration was given by BGI on this occasion.

My final decision

For the reasons outlined above, I don't uphold Mr R's complaint about British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 4 July 2023.

Josh Haskey
Ombudsman