

The complaint

Mrs J complained that the appointment booking system British Gas Insurance Limited (BG) had in place prevented her from making an emergency appointment. She says BG is responsible for the damage caused when her pipe burst.

What happened

Mrs J had central heating breakdown cover underwritten by BG. When her heating stopped working and she was without hot water, Mrs J tried to make an appointment for a BG engineer to attend. The earliest appointment she could get using the online booking system was a week later. Unhappy with not being able to get an earlier appointment, Mrs J tried phoning BG and messaged it using social media.

As she had no success getting a response from BG, Mrs J went online again. She was unhappy to find that the next available appointment was then two weeks away. Nevertheless, she booked the appointment.

It was winter and the house was cold, so Mrs J moved in with her friend temporarily. When she went to check on her home a day or so later, she found that a pipe had burst and caused significant damage. Mrs J felt that BG was responsible because it hadn't been available for an emergency appointment.

Unfortunately, due to illness, Mrs J had to cancel the planned appointment. The appointment was rearranged for a further two weeks on, but BG didn't turn up. Eventually, BG attended and completed the repair five weeks after Mrs J's heating stopped working.

Mrs J complained to BG. She said if its system for booking emergency appointments worked better, and if BG had responded to her messages, she would've had an appointment sooner and her pipe wouldn't have burst.

BG acknowledged the poor service in respect of the communication and appointments and offered £125 compensation by way of apology. But it didn't accept responsibility for the burst pipe. BG said it was aware that Mrs J had claimed for the damage through her home insurance, so it provided its own insurer's details in case Mrs J's insurer wanted to try to recover costs.

Mrs J didn't think the compensation was enough, so she brought her complaint to us.

Our investigator didn't uphold Mrs J's complaint. She said Mrs J could've made her own arrangements for a repair when it became apparent BG wasn't available sooner. Therefore, our investigator said BG wasn't responsible for the water damage, and its offer of £125 was reasonable in light of the appointments and communication complaint.

Mrs J didn't agree. She said compensation of around £5,000 would be more in keeping with the level of distress and inconvenience she suffered because of BG's inaction.

The complaint was passed to me to decide.

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've decided to not uphold Mrs J's complaint. Although the evidence shows, and BG accepted, it didn't handle Mrs J's claim as well as it could've done, I'm satisfied the compensation it offered was fair in the circumstances. I'll explain.

Appointment booking system

I understand that Mrs J would've been upset and frustrated when the first available appointment was for a week after her heating stopped working. And I understand that frustration would've increased when, after trying other methods of contact, Mrs J lost that first appointment slot and the next available one was two weeks on.

I can't hold BG responsible for Mrs J losing out on the first appointment, or for her need to rearrange the second appointment when she became ill. However, I agree that BG was at fault for failing to attend the rearranged appointment.

It's not clear why Mrs J's communication attempts using the phone and social media failed, but BG accepted it fell short of the service she could've reasonably expected.

However, the evidence shows that Mrs J could've made an appointment, online, for a week after her heating stopped working. While not ideal, especially during winter, it does mean BG could've repaired the heating much sooner than it did.

So, in respect of this issue, I can't fairly hold BG responsible for the whole delay because Mrs J could've accepted the first available appointment.

Burst pipe

Mrs J holds BG responsible for her pipe bursting, which caused significant damage to her home.

I've thought carefully about this point, but I don't think it's reasonable to blame BG. At a busy time of year, the first appointment available to Mrs J was a week after her heating stopped working. She found the pipe had burst three days after her heating stopped working. So, unless BG would've been in a position to offer an appointment, source replacement parts, and complete the repair within two to three days, the pipe would always have burst.

I've looked at the policy to see what it says about BG's responsibility in terms of appointments:

We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible

While a week may not have seemed reasonable in the circumstances, anything beyond two to three days means the pipe would've burst anyway.

So, based on the policy and the circumstances, I can't fairly say BG has any responsibility for the burst pipe or, therefore, the subsequent damage.

Damage mitigation

Mrs J said she wasn't told she could've arranged for a repair herself after finding there was

limited appointment availability.

I wouldn't necessarily expect BG to explain that because it wouldn't know the particular circumstances or whether the breakdown was something covered under the policy. In the event, Mrs J knew her heating wasn't working, and that her house was cold, so it would be reasonable for her to take steps to mitigate damage to her home and belongings.

Mrs J said BG could've reasonably predicted the burst pipe given the very low temperature at that time. However, Mrs J also said she'd never suffered a burst pipe in her home before, and the low temperatures experienced are not uncommon for her.

Ultimately, it seems the burst pipe and resulting damage was a very unfortunate event that happened due to external factors beyond the control of BG or Mrs J. I understand Mrs J has experienced upset, frustration, inconvenience and ill-health because of the damage, but I can't reasonably hold BG responsible for anything beyond the missed appointment and failure to communicate with Mrs J.

For those shortfalls, I'm satisfied that BG's compensation offer is fair, and I see no reason to ask it to do any more.

My final decision

For the reasons I've given above, my final decision is that I don't uphold Mrs J's complaint about British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 2 October 2023.

Debra Vaughan
Ombudsman