

The complaint

Mrs B complains about the way British Gas Insurance Limited dealt with a claim she made under her Home care insurance policy.

What happened

I'll summarise the main points about this dispute:

- Mrs B had a policy with British Gas which included drains and plumbing cover. She reported a problem with a blocked toilet.
- She said British Gas failed to attend some of the appointments it made, and at those it did attend, it failed to resolve the problem.
- After four weeks, Mrs B paid a plumber £390 to resolve the problem. In the meantime, she said she and her family often had no working toilet at home. She also said she'd lost out on £500 of earnings because of the number of appointments she'd had to accommodate.
- British Gas said a number of appointments didn't go ahead because the engineer couldn't park nearby and/or nobody was at home. And at other appointments, it restored the drainage flow – which is what the policy covers. It said the work Mrs B had carried out involved replacing the pan connector – which isn't covered by the policy. It offered £40 for any distress and inconvenience caused.
- Mrs B didn't think British Gas had restored the flow as the toilet became blocked again soon after each British Gas visit. She also said British Gas had booked to replace the pan connector to resolve the problem – but didn't do so.
- Our investigator thought the complaint should be upheld. She thought British Gas' notes showed it was going to replace the pan connector, so that work was covered by the policy. She asked British Gas to reimburse the amount Mrs B had paid, plus interest. She thought it had been reasonable for British Gas to initially try to unblock the toilet – but when this didn't work, it should have replaced the pan connector. As a result, she thought British Gas had caused some avoidable delays and asked it to increase compensation to £100. She wasn't satisfied Mrs B had shown a loss of earnings as a direct result of the avoidable delays.
- British Gas provided further information to support its position. And Mrs B thought more compensation was due. As an agreement couldn't be reached, the complaint has been passed to me.

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.

- Under the Drains section of the policy, it covers “unblocking drains to restore flow” and “repairing the drains where we deem the drain to be unserviceable to restore flow”. And under the Plumbing section, it covers “a replacement of parts that we can’t repair”. This section says it doesn’t include the toilet bowl and cistern, but it doesn’t mention the pan connector, so that seems to be covered.
- British Gas accepted the problem was covered by the policy and took steps to restore flow to the drains. Here’s a summary of what it did:
 - British Gas first visited 16 September 2022. It said the toilet was blocked, so it carried out work to restore the flow.
 - It visited again on 24 September, as the toilet had become blocked again. It cleared the blockage and recommended the pan connector was replaced.
 - British Gas tried to visit three times soon after, but it said the engineer was unable to find a parking space nearby on one occasion and nobody was at home for the others.
 - On 4 October, British Gas visited and cleared the blockage to restore the flow. It visited again on 7 October. It said water was backing up when flushed and didn’t carry out any work. It visited again the next day and said it cleared the blockage. The same happened again two days later. After this, Mrs B had the pan connector replaced by her own plumber.
- At the first two visits, I’m satisfied it was reasonable for British Gas to restore the flow by unblocking the drain. By the second, it had become clear work would be required to maintain the flow and a replacement pan connector was recommended. That seems reasonable to me.
- However, when the third successful visit took place, it seems British Gas once again unblocked the toilet and restored the flow – rather than replacing the pan connector. British Gas repeated this several more times in quick succession.
- Whilst I can understand why the drain needed unblocking to allow the pan connector to be replaced, I don’t understand why British Gas didn’t do this at the third visit – or any of the subsequent visits.
- When British Gas failed to do this after many visits, Mrs B turned to a plumber to carry out the work instead. I think that was reasonable in the circumstances – British Gas hadn’t done this and the blockages were continuing very frequently.
- I’m satisfied British Gas was going to cover the replacement pan connector – either because it was unserviceable to restore flow to repair a drain or as a replacement part that couldn’t be repaired. Because it didn’t do so, I think it should now reimburse the cost Mrs B paid, plus interest.
- If British Gas had carried out the work at the third visit, several further visits wouldn’t have been necessary. That would have saved Mrs B avoidable distress and inconvenience accommodating visits and living with a toilet that blocked intermittently during early October. In the circumstances, I’m satisfied total compensation of £100 is fair and reasonable. If British Gas has already paid the £40 it offered, it need only pay the remaining £60.

- I haven't seen any evidence to show Mrs B lost out on earnings as a result of the unnecessary visits, so I don't make any award for financial loss.

My final decision

I uphold this complaint.

I require British Gas Insurance Limited to:

- Pay £390 for Mrs B's plumber cost.
- Pay interest on that amount at 8% simple per year, from the date the invoice was paid to the date of settlement*.
- Pay a total of £100 compensation.

*If British Gas considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs B how much it's taken off. It should also give Mrs B a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 28 September 2023.

James Neville
Ombudsman