

complaint

Ms Z's complaint is about the service provided by British Gas Insurance Limited under a home emergency insurance policy.

background

In June 2018, Ms Z made a claim under her policy with British Gas when a toilet in her home was continuously filling. I understand it took four visits between June and August 2018, before the problem with an overflow pipe, was resolved. However, some time later, Ms Z then noticed her water bills had increased and following investigation it was found that it was because all three of the toilets in her home were overflowing, including the one repaired by British Gas.

Ms Z contacted British Gas again in February 2019 to ask it to come back out. It took a further three visits before the problem was finally resolved on 20 February 2019.

Ms Z is very unhappy with the service provided and the time taken to fix the problem. She says she had to take unpaid leave from work to attend appointments; one of British Gas's engineers was rude and aggressive, he was swearing loudly while doing the work and swore at her cat, this was intimidating and scary; she had to make a large number of phone calls (over 30 in total) to British Gas, which often resulted in long holding times, being cut off and transferred between departments. Ms Z also said that one of the contractors took her daughter's towel.

Ms Z asked for a refund of the insurance premiums paid between August 2018 and February 2019; £180.29 to cover the 10 unpaid hours she took off work; £10 for the towel, and £165 to cover her telephone charges.

British Gas acknowledged that there had been a number of visits and some aspects of the claim could have been dealt with better but it says its contractors carried out appropriate and reasonable repairs each time. It said it had fed back about the behaviour of one of the plumbers that attended and appropriate action taken but the allegation about the removal of a towel would have to be dealt with by the police.

British Gas also paid a total of £384 compensation to Ms Z (made up of £54 as a refund of three months' premiums, refund of one policy excess of £60 and £270 for the delays and its plumber's behaviour.

One of our investigators looked into the matter. She didn't recommend that it be upheld. She acknowledged there had been considerable inconvenience caused to Ms Z by the handling of the claim; it had taken too long with too many visits and she had had to call British Gas numerous times, however, the investigator thought the amount already paid by British Gas was reasonable as compensation for the trouble caused to Ms Z from June 2018 to 20 February 2019, when the toilets were properly fixed.

Ms Z doesn't accept the investigator's assessment, so the matter has been passed to me. Ms Z says that the investigator hasn't read the complaint properly and made errors of fact.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I have not seen any reason why it took so many visits to resolve the problem with the first toilet in 2018. It seems to have been a relatively simple issue. Similarly with the issues that came to light in February 2019. It seems to me that perhaps two, possibly three visits would have been more reasonable. This will therefore have caused trouble and inconvenience to Ms Z, including having to attend appointments and having to call British Gas. I also note what she has said about the behaviour of one of the plumbers in particular, which seems to not be disputed by British Gas. This was clearly not acceptable. This could all have been avoided, had appropriate repairs been carried out initially.

In a case such as this, I would look at a global award of compensation to take account of all that has happened since the claim started in 2018, to include among other things, having to attend more appointments than should have been necessary; the number of phone calls required; as well the possible loss of a towel, which the plumber might well have used to stem a leak while fitting a part.

Ms Z has also said that she had to take unpaid leave for two of the visits, although one of which was apparently for the first appointment which would always have been required. Ms Z has provided evidence of her annual salary but no convincing proof that she lost pay as a direct result of one of the additional appointments that could have been avoided. I don't therefore consider that British Gas can be required to pay any loss of earnings.

Having considered all the circumstances, I consider that the compensation already provided by British Gas is reasonable and in line with awards made in similar scenarios. I do not therefore consider that British Gas needs to do any more in this instance.

my final decision

I don't uphold this complaint, as I consider British Gas Insurance Limited has already made an offer in full and final settlement, which is fair and reasonable in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms Z to accept or reject my decision before 20 April 2020.

Harriet McCarthy
ombudsman