

complaint

Mr Y has complained about the handling of a claim under his home plumbing insurance policy with British Gas Insurance Limited.

background

Mr Y contacted British Gas in November 2015, as the flush mechanism on a toilet in his property wasn't working. I understand the problem was with the small flush option on a button flush mechanism. The large flush option was working and so the toilet was suable.

A contractor attended and ordered a replacement part. When the part arrived the contractor fitted it but this didn't resolve the problem, he said that access would need to be made, which would involve ripping out the fittings, which would damage the bathroom. Mr Y didn't do this and I understand the toilet was left as it was until Mr Y contacted British Gas in January 2018 about a knocking pipe. While the contractor was there on 30 January 2018 about the pipe, Mr Y asked him to try and also fix the toilet flush. Mr Y says the contractor attempted a further repair to the toilet but broke the valve, which meant the pan kept filling with water.

Another contractor attended on 1 February 2018, he called the previous contractor while in Mr Y's home and they argued and swore over the phone. He also couldn't complete the repair and arranged another visit for 10 February 2018, when yet another contractor fixed the flush mechanism but not the valve, so the pan was still filling with water constantly. Further work was carried out by another contractor but he broke both flushing mechanisms.

British Gas agreed to replace the flushing system and the toilet was finally repaired on 23 March 2018 and completed the repairs. I understand there were seven appointments to repair the toilet.

Mr Y is very unhappy about the time taken to complete the repairs and the inconvenience this caused him, including having to repeatedly chase British Gas about the repairs over the phone and not listening to what he had to say about what had happened. He also says he suffered financial loss, as he had to take time off work to accommodate the appointments. Mr Y wants British Gas to change its culture and training to prevent this happening in the future.

British Gas acknowledged that it did not handle the claim as well as it should have done and that it should have been able to repair the toilet quicker than it did. British Gas apologised and offered £300.00 compensation for this.

One of our adjudicators looked into the matter. He didn't recommend the complaint be upheld as he considered that British Gas's offer is reasonable in all the circumstances of the complaint. The adjudicator also explained that we have no power to change a business' culture, processes or training.

Mr Y doesn't accept the adjudicator's assessment and so the matter has been passed to me. Mr Y doesn't consider that the adjudicator properly investigated the poor service he received. He says he had to constantly chase but was lied to and British Gas tried to avoid providing him with a service at all, by telling him it wasn't covered by his policy.

my findings

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

Mr Y says the adjudicator didn't properly investigate the failings in customer service by British Gas. However, it appears that there is no dispute about the timeline as set out above and that it took seven appointments in total over a long period of time to properly fix what should have been a simple matter. I have also seen from the file that Mr Y had to chase British Gas several times about this. Mr Y also says that some of the contractors were rude and unprofessional. The service was inadequate and I can quite understand Mr Y's frustrations and dissatisfaction with what happened over the entire period.

Accepting everything that Mr Y has said about what happened, I am not persuaded that British Gas needs to pay more than the £300 compensation already offered. Having considered everything, including the number of times Mr Y had to contact British Gas; the number of appointments and the way they were conducted; and the inconvenience of not being able to use both flush options, I consider that £300 is reasonable. It is also in line with other complaints involving similar issues.

Mr Y says he had to take three to five days of work as a self-employed contractor to be at home when the contractors were coming. However, he says he can't provide proof of any lost work as he doesn't have appointments with clients. While I don't doubt there was disruption due to these appointments, I am not persuaded that there is enough evidence to mean that British Gas should pay loss of earnings, as there is no convincing evidence that Mr Y lost work as a sole result of attending these appointments.

As the adjudicator has already explained, we can't make any business change its training or general practices. We do publish our decisions and do hope that businesses learn from errors made but I do not have the power to direct that British Gas provide any particular training to its staff or change any general practices.

my final decision

I don't uphold this complaint against British Gas Insurance Limited. I consider its offer of £300 compensation for the handling of Mr Y's claim to be reasonable and if Mr Y now wishes to accept that, he should confirm acceptance of this final decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 28 January 2019.

Harriet McCarthy
ombudsman