

complaint

Miss J complains that British Gas Insurance Limited provided poor service, caused damage to her home, and left her without water when she sought assistance for a water leak under her insurance policy. She is unhappy with the amount of compensation she was offered.

background

Miss J has a British Gas insurance policy. Amongst other things, the policy covers repairs to the plumbing at her home. Miss J was informed by her water supplier that she appeared to have a leak at her property, so she contacted British Gas for assistance.

British Gas has outlined the following timeline:

- 3 November 2018 – Miss J contacted British Gas.
- 5 November 2018 – British Gas attended and confirmed the water supply pipe was leaking, but further work was needed to find the leak.
- 21 November 2018 – British Gas carried out a leak detection test, but the leak couldn't be found.
- 27 November 2018 – British Gas carried out a further leak detection test, and the leak was found.
- 30 November 2018 – British Gas attended to assess how best to re-route the affected pipework.
- 7 December 2018 – the pipework re-route was started, and a temporary repair was completed to provide a water supply to the utility sink and washing machine.
- 9 December 2018 – the temporary repair failed causing water damage to Miss J's utility room and conservatory. British Gas attended and completed a further temporary fix.
- 14 December 2018 – British Gas completed the permanent re-routing works; and took pictures of the water damage caused by the failed temporary repair.
- 2 January 2019 – British Gas contacted Miss J to apologise for the error that had led to the water damage, and for the delays. British Gas also confirmed it would arrange for the damage to be repaired and pay for any items damaged.

Miss J also says British Gas turned her water off on the 27 November and the repairs were meant to start on 3 December – but the person who attended on that date couldn't do the work, so this was rearranged for 7 December. Miss J says that she was without a water supply for this 11 day period.

Miss J complained about the distress and inconvenience she was caused – highlighting the water damage, being without water for 11 days, and poor service. British Gas offered her £150 to apologise.

Because Miss J remained unhappy she referred her complaint to this service, where it was considered by one of our investigators. British Gas increased its offer to £300, but Miss J wasn't prepared to accept this amount either. Miss J reiterated that she couldn't shower, flush her toilets, or use her washing machine for 11 days.

Miss J also says she had to do lots of chasing throughout the claim, and promised call backs weren't received. She also says her boiler service couldn't be fully completed during this time, because there was no water, so it now needs to be rearranged.

Our investigator thought the complaint should be upheld, and he recommended a total of £500 be paid to Miss J for her trouble. Miss J accepted our investigator's outcome – but British Gas disagreed, so the complaint has been passed to me for a final decision.

British Gas says Miss J had intermittent water supply. Our investigator asked Miss J about this and she said there was no water supply during the 11 day period as her water supply had been turned off outside her property. Our investigator therefore asked British Gas to clarify what it meant by intermittent supply – but British Gas simply said it did not believe Miss J was without water for an entire 11 days as temporary repairs had been made. In respect of the overall timescales, British Gas also highlighted that a leak detection was required and the complex nature of the repairs.

my findings

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

It took six weeks for the leak to be fixed from when Miss J reported the issue. I appreciate there were a number of challenges involved and I accept what British Gas says about the complex nature of the repairs. But in my view, there were also relatively long periods of delay between many of the visits. The policy doesn't commit British Gas to a timescale, but it still needs to progress claims in a reasonable timeframe, and overall I'm not persuaded that always happened here. Miss J had an ongoing leak, and then no water supply – and in these circumstances I consider the delays between many of the visits to have been unreasonable

I also accept what Miss J says in terms of her chasing and the missed commitments, some of which are supported by British Gas' file. Therefore, I'm also persuaded that there were instances of poor service.

British Gas also accepts the temporary repairs failed due to its error, and whilst it repaired and paid for the resulting damage – which I understand Miss J is happy with – this nonetheless caused her further trouble and upset.

In terms of Miss J being without water for 11 days, in my view she's given a credible account of what happened; and British Gas hasn't said anything that leads me to conclude the water wasn't turned off on 27 November. It says temporary repairs gave Miss J access to water during this period – but those repairs weren't completed until 7 December. As such, I'm persuaded Miss J didn't have any water from 27 November, for 11 days. I'm also of the opinion that being left without water for 11 consecutive days is unreasonable – and I'm satisfied this caused Miss J a great deal of inconvenience, by having to rely on friends.

Having thought about the above issues carefully, overall I don't consider £500 compensation to be unreasonable. I'm more persuaded that £500 fairly acknowledges the level of trouble and upset Miss J's experienced. I understand Miss J has already received £150 following British Gas' first offer – if so, only a further £350 needs to be paid.

my final decision

For the reasons set out above, I uphold this complaint.

My final decision is British Gas Insurance Limited should compensate Miss J a *total* of £500 for the trouble and upset she was caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 27 July 2019.

Vince Martin
ombudsman