

## **complaint**

Mr and Mrs R say British Gas Insurance Limited has mishandled their claim under a home emergency insurance policy.

## **background**

Mr and Mrs R have a home emergency policy that covers their drains and plumbing. In July 2015 they contacted British Gas as they had a problem with a downstairs toilet overflowing.

British Gas said it would send an engineer by 6pm that day. But when the engineer didn't arrive they phoned British Gas again and were told he was actually booked to come the following day. Mr and Mrs R complained that the situation was urgent as they weren't able to use any of the toilets in their home. This was because all the toilets were linked to the same waste pipe. And if there was a blockage this would cause all the toilets to overflow.

An engineer arrived at around 9pm that day and diagnosed the problem as a faulty air emittance valve. A part was required which was ordered to be fitted at another appointment. The engineers returned the following week, but didn't have the part. A third appointment was made, but the engineer didn't attend. It was only following a further complaint from Mr and Mrs R that an engineer arrived and the problem was fixed.

Mr and Mrs R have also had a reoccurring problem over many years with a smell in their home that seems to be coming from the sewage pipe or drain. Despite many visits to the property, a variety of tests and new parts British Gas hasn't been able to find the cause.

Mr and Mrs R made several complaints to British Gas over its handling of their case. They had been distressed and inconvenienced by calls not being returned and appointments either missed or engineers arriving late. Several parts had been changed, but the cause of the smell was still unknown and hadn't been fixed.

Mr and Mrs R complained to us. Our adjudicator spoke with British Gas as part of his investigation. It accepted that its service hadn't been to the standard expected. It offered £150 compensation, which it increased to £200, following a missed appointment by an engineer. It also agreed to pay the invoice for an independent engineer to conduct an investigation to see if he could locate the cause of the smell.

Our adjudicator thought that British Gas' offer was fair. It had continued to investigate the smell even though the policy didn't cover this type of problem. The policy provided cover for blockages or flow problems. If such a problem was found by the independent engineer then British Gas would fix it. But, if the problem was actually something which wasn't covered, then British Gas wouldn't undertake any further work under the policy. Mr and Mrs R didn't agree with the offer or our adjudicator's opinion. So the complaint was passed to me.

## **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 and Mrs R have two complaints about British Gas' service to them under their policy. The first concerns the delay in attending their home and fixing the toilet in July 2015. The second is the ongoing problem of the bad smell in their home.

When Mr and Mrs R found the problem with their toilet in July 2015 they rang British Gas straight away. They thought there was a blockage as this had happened once before which had resulted in sewage leaking into their home. That was very distressing and unpleasant for Mr and Mrs R. So, although this time there wasn't a blockage, I think the decision not to use their toilets was a sensible one. They were upset that British Gas didn't treat the situation as an emergency. But it did respond to their second call and sent an engineer that evening. So they were inconvenienced for a period of nine hours. I don't think it would be fair to award substantial compensation for this length of time. And although the final repair caused further inconvenience Mr and Mrs R were able to use their other toilets.

Mr and Mrs R have told us there has been a bad smell in their home for many years. This has been very distressing for them. The notes sent by British Gas start in 2013. The smell was raised once in 2013 and twice in 2014. On those three occasions British Gas thought it had identified the problem. The smell was raised again by Mr and Mrs R in July 2015. British Gas then attended their home a number of times to try and find the cause even though 'smells' aren't covered by the policy. And although its service hasn't been up to the standard expected at times, particularly with communication, British Gas has actively investigated the problem.

In November 2015 British Gas agreed to cover the cost of an investigation by an independent engineer. Mr and Mrs R told our adjudicator that this engineer had to correct some of the repairs undertaken by British Gas engineers, but this was at no cost to them. If they had had to pay I would've expected British Gas to reimburse them.

British Gas has increased its offer of compensation to £320 and, looking at this case I think that this offer is fair and reasonable. So I'm partially upholding this complaint as I think compensation is due but I'm not requiring British Gas to pay more than already offered.

### **my final decision**

I'm partially upholding Mr and Mrs R's complaint. I require British Gas Insurance Limited to pay Mr and Mrs R £320 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 15 April 2016.

Jocelyn Griffith  
**ombudsman**