

complaint

Mr W complains that British Gas Insurance Limited gave poor service under a home emergency insurance policy.

background

The Financial Ombudsman Service deals with complaints against insurance companies and other regulated financial firms. Where I refer to British Gas, I refer to the insurance company of that name - and I include anyone for whose actions I hold that company responsible.

Mr W lives with his wife and two young children. During the cold weather in late February, their central heating boiler stopped working. Mr W later complained that he hadn't been able to contact British Gas and there was a flood. Although covered by buildings insurance, the damage caused upset, upheaval and time off work. In its final response letter, British Gas said it partly upheld the complaint. It sent Mr W a cheque for £90.00.

Mr W brought his complaint to us, and added that the damage had also resulted in higher insurance premiums.

Our adjudicator didn't recommend that the complaint should be upheld. She thought that British Gas had dealt with Mr W's complaint fairly. She said she wasn't satisfied that British Gas was responsible for the burst pipe. She said British Gas' offer of £90 compensation was fair and reasonable.

Mr W disagreed with the adjudicator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that British Gas should've attended sooner and resolved the boiler failure - or at least put in place mitigating actions to avoid any flood.

my findings

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

From the renewal letter, I see that the policy cover included central heating, plumbing and drainage- but there was a £50.00 excess. The letter said there was a 24/7 helpline. So Mr W had a reasonable expectation that British Gas would answer his telephone calls whenever he needed to make them.

The policy provided that British Gas would repair the boiler. But it said the following:

“Reasonable timescales

*We'll carry out any **repairs** or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit.”*

So reasonable timescales for repair were extended when that wasn't possible because of, for example, severe weather and travel disruption.

I have no reason to doubt Mr W's timeline of events. He rang British Gas after the boiler broke down on a Wednesday – leaving his family with no central heating or hot water. But no-one at British Gas answered the telephone that day or on the Thursday.

On the Friday, British Gas said the earliest appointment was the following Monday. So Mr W and his family moved out of the house for the weekend.

Mr W says British Gas was in breach of its contractual obligations. And I agree that it should've answered the telephone. But I don't think British Gas was under an obligation to send an engineer to fix the boiler before the Monday – given the exceptional weather and its effects both on its customers and on its staff.

On the Saturday, water escaped from a burst pipe, flooding Mr W's house and triggering the house alarm.

A British Gas engineer attended that afternoon and repaired the pipe. So I don't find it fair and reasonable to order British Gas to refund the premium he had paid it. Mr W paid the £50.00 excess or call-out fee. That was in line with the policy. I don't agree with Mr W that it would be fair and reasonable to order British Gas to refund it.

The damage caused by the escape of water was covered by buildings insurance. But Mr W and his family suffered the shock of what had happened and then months of disruption and inconvenience in alternative accommodation.

But I've only found British Gas at fault for not answering the telephone. I haven't found that British Gas should've attended to the boiler before the pipe burst. So I don't hold British Gas responsible for the flood damage and all the distress and inconvenience (or higher premiums) that followed.

British Gas paid Mr W £90.00. Overall I'm satisfied that was fair. I don't find it fair and reasonable to order British Gas to pay Mr W any more or to do anything further in response to his complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 January 2019.

Christopher Gilbert
ombudsman