

complaint

Mr D complains that British Gas Insurance Limited is responsible for poor service in connection with his home emergency insurance.

background

Mr D had a British Gas policy that he cancelled in September 2018 and another that he took out on 21 December 2018. That policy covered Mr D's central heating system, home electrics, kitchen appliances and plumbing and drainage.

Where I refer to British Gas I refer to the insurance company of that name and I include its associated plumbing and drainage company, engineers and others insofar as I hold the insurance company responsible for their actions.

Mr D called British Gas for help with hot water and central heating issues. He complained about the service he received.

In its final response, British Gas said it was sending Mr D a cheque for £200.00 for multiple visits. Unhappy with this amount, he brought his complaint to us.

Our investigator recommended that the complaint should be upheld in part. She didn't uphold the parts of the complaint relating to damage to the property, damage to the washing machine and the cancellation of the policy. She thought that even if the £200.00 was for the service issues and delay, it was on the low side and didn't reflect the overall service.

She recommended that British Gas should - in addition to the £200.00 already offered - pay Mr D a further £100.00 to reflect the overall distress and inconvenience caused to him.

Mr D disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The problems started in July 2018. He had little or no hot water.
- British Gas said it was an issue for the water supplier.
- Due to the water escape and lack of water pressure, he replaced the shower unit. It wouldn't have needed replacing had British Gas done what it should've done. That cost £360.00 for the shower and £125.00 for the work needed to replace in the bathroom.
- He lost hot water completely around November 2018.
- Around January 2019 the water supplier took two weeks to dig up the pavement and replace the stop-cock outside the house.
- Water was leaking within the property.
- The ground was wet due to the leak.
- Eventually British Gas cut the carpet in two rooms, dug up the concrete floors in two places and opened the wall to get access to the pipework and repair the leak.
- Near where British Gas cut the carpet, it cut the back of a sofa.
- British Gas lifted floorboards and did not put them back properly. They need replacing and will be done under the insurance.
- British Gas left a lot of cement / plaster left on his chairs.
- British Gas should've fixed his radiators sooner.
- His whole family of five was inconvenienced including his two autistic boys, the youngest of whom is 6 years old. The children were ill.

- He made two claims under the contents and buildings sections of his home insurance policy. Due to the negligence of British Gas, he had to pay excesses of £550.00 and £450.00.
- The pump British Gas replaced on 24 December 2018 had to be replaced again at a cost of £543.00.
- Total out of pocket costs are £2,028.00 as a minimum.
- It took 28 days to dry the property with heaters. For a week there were dehumidifiers which were loud enough to hear them upstairs at night.
- British Gas damaged the plastic handle of the washing machine. After he complained, British Gas took a video of the door without his consent. This door was replaced in full by another insurance company.
- British Gas cancelled the policy.

British Gas agreed with the investigator's opinion. It says, in summary, that this matter would've been dealt with much quicker had it not encountered difficulties with Mr D's behaviour.

my findings

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

British Gas policy terms

The policy covered making access, repair and making level afterwards. It didn't cover reinstatement of floor coverings.

From the diagram in the policy terms, I see that it didn't cover any water pipe between the external stop-cock and any water meter but it did cover any pipe between the meter and the internal stop-cock. The policy didn't cover showers.

The policy had the following general exclusion:

"Any other loss or damage

We're not responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example damage caused by water leaks."

So the policy didn't cover water damage unless British Gas caused it.

The policy said that British Gas could cancel it in certain circumstances including the following:

"You put our people's health and safety at risk, for example, physical or verbal abuse"

events in summer 2018

With hindsight, I find it likely that water had been leaking since before July 2018 when Mr D called British Gas. So I can't say British Gas caused the leak or the start of the water damage. I find it inevitable that Mr D would have to make a claim on his home insurance – and pay any relevant excesses.

In July 2018 Mr D contacted British Gas for help with low water pressure in his home. On 9 July 2018 British Gas visited and suggested that he contact the water supplier. I don't find that an unreasonable response – notwithstanding that it later turned out there was a water leak inside the house.

On 21 August 2018 Mr D contacted British Gas again about the water pressure, affecting his shower. British Gas visited on 22 August 2018. It replaced the diverter valve and told Mr D that he may have an issue with the shower.

As the policy didn't cover the shower, it wasn't the responsibility of British Gas to decide what to do about it. So I don't find it fair and reasonable to direct British Gas to compensate Mr D for the cost of a replacement and associated work. In any event I haven't seen any receipt.

period 5 September to 21 December 2018

Mr D cancelled the policy. So he didn't contact British Gas during this period.

events from 21 December 2018

Mr D took out a new policy from 21 December 2018.

On 22 December 2018 he asked for help with his central heating and hot water system. From what he has said, it wasn't working at all. This is the only occasion for which I have seen evidence that Mr D told British Gas of a problem with central heating. British Gas visited on 24 December 2018 and replaced a pump diaphragm.

I haven't seen any evidence to show that there was later a need to replace the pump.

On 7 January 2019 Mr D's wife contacted British Gas about poor water temperature and pressure. British Gas visited again on 9 January 2019. It reported low mains water pressure. It again suggested that Mr D contact the water supplier. Again I don't find that an unreasonable response – notwithstanding that it later turned out there was a water leak inside the house.

On 21 January 2019, British Gas visited again. Mr D said the water supplier was due to visit later that day. British Gas said it would come back if the water supplier was unable to resolve the fault.

On 22 January 2019, Mr D's wife told British Gas that the water supplier had replaced the external stop-cock. As the water supplier replaced it, I find it likely that there had been something wrong with the stop-cock. But there was still low pressure and no hot water in the house.

British Gas visited again on 23 January 2019. It identified low water pressure in the neighbour's property. It again suggested that Mr D contact the water supplier. Again I don't find that an unreasonable response.

The water supplier said there was a leak on the water supply pipe Mr D shared with the neighbour. But the neighbour's home assistance company was unable to locate a leak on that pipe.

I find it likely that the water supplier and the neighbour's home assistance company had to complete their work before anyone could identify that there was a leak inside Mr D's house. For that reason I don't consider that British Gas could and should have identified that leak before 29 January 2019.

On 29 January 2019, British Gas visited again. At that stage it suspected a leak under Mr D's floor. British Gas arranged to return with leak detection equipment.

British Gas visited again on about 1 February 2019. It told Mr D that the leak was under some boxing. It asked him to sign an "authority to proceed" damage disclaimer. I consider that this was in line with the policy. But Mr D felt British Gas had attended without the correct equipment. He told British Gas to leave the property.

From the recordings of calls on 5 February 2019, I find it likely that Mr D had used abusive language to the engineer on 1 February. Mr D's abusive language on 5 February caused British Gas to terminate the first call. So I don't hold British Gas responsible for the short delay that followed.

British Gas visited again on 15 February and 18 February 2019. It cut carpet, cut into the floor and cut into walls. British Gas has said that the leak was from a pipe and into an internal gulley. Mr D hasn't said any different.

So I find that the leak had been hard to detect. I'm not persuaded that British Gas should've identified an internal water leak before 29 January 2019.

From the photographs I can see that it made a mess. But I can't say that British Gas did any more than was necessary to find and fix the leak. I'm satisfied that – having opened up the floor and walls - it made them level.

From what Mr D says, the repair meant that his central heating radiators worked where they hadn't worked before. But – apart from the call-out on 24 December 2018 – I haven't seen any evidence that Mr D had reported radiator issues to British Gas.

Mr D had complained that British Gas had damaged his washing machine. So I don't find it unreasonable that British Gas tried to take a video of it on 18 February.

Mr D objected to British Gas taking a video. And he hasn't provided any photograph of the washing machine. So I'm not persuaded that British Gas damaged it. In any event Mr D has said that another insurer has replaced its door. So I don't consider he has suffered any loss in that respect.

Mr D complained that British Gas damaged his sofa and his chairs. But I can't see such damage in the photographs. So I don't find it fair and reasonable to direct British Gas to pay compensation for such damage.

British Gas cancelled Mr D's policy. I'm satisfied that British Gas did so fairly and in line with the policy terms. Notwithstanding his claim, it refunded the premiums on a pro-rata basis. So I don't consider that the cancellation was unfair to Mr D.

I accept that for many months Mr D and his family experienced hot water problems, inconvenience and upheaval. I haven't seen enough medical evidence from which to make a

finding that British Gas caused illness. But I don't doubt Mr D's statement that he and his family were ill. And I accept that their illness increased his inconvenience and distress.

But I don't find British Gas responsible for much of this. The shortcomings I've identified are two or three visits that weren't as productive as they might have been. That caused Mr D some extra distress and inconvenience, including concern for his family, at an already difficult time for them.

Overall, I find it fair and reasonable to direct British Gas to pay Mr D – in addition to its cheque for £200.00 – a further £100.00 for distress and inconvenience.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mr D – in addition to its cheque for £200.00 – a further £100.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 29 February 2020.

Christopher Gilbert
ombudsman