

complaint

Mr S complains about poor customer service when he called on British Gas Insurance Limited ("BGI") under his home emergency insurance policy following a burst pipe at his property.

background

On 3 March 2018 Mr S discovered a water leak in a property he owned which was occupied by a tenant. He could hear the sound of water escaping from the water supply pipe under the kitchen floor between the outside wall and the stop cock under the kitchen sink.

Mr S contacted BGI for assistance under his policy, and an engineer attended the next day. He said he would book the job in for repair. His report confirms that the water supply pipe into the house needs to be replaced. Under "Existing Damage" it says *"all cabinets water damaged customer don't want water isolated"*.

Mr S continued to press BGI to attend and carry out the work. He was told an engineer would come on 7 March 2018, but he didn't. When he complained he was told an appointment hadn't actually been booked, and that a repair couldn't be booked in until 23 March 2018. The manager said he should contact BGI again if the situation were to worsen.

On 17 March 2018, Mr S contacted BGI to say the situation had indeed worsened as water was now leaking into the kitchen. BGI sent an engineer that day but he was unable to shut off the water from the street water tap. The water board engineer came and did this later that afternoon. On 21 March 2019 BGI's engineer located the damaged pipework, cut it out, and installed new pipework.

Mr S complained to BGI. He said he had been consistently told that engineers were coming and then they hadn't. If BGI had repaired the leak when he first reported it, before it worsened and water came into the kitchen, he wouldn't have had to replace his kitchen floor and cabinets. So he wanted BGI to reimburse the cost of this.

Mr S had trouble getting BGI to address his complaint, so he complained to us. After he did so BGI said water was already escaping and causing damage when it was first notified. It didn't consider the consequential damage to Mr S's kitchen was covered under his policy.

Our investigator recommended that this complaint should be upheld in part. He said it had taken 18 days from when the leak was first reported on 3 March 2018 until it was repaired on 21 March 2018. The policy didn't say a repair would be carried out within any particular period of time. It said:

"[BGI] will carry out any repairs or visits within a reasonable time, unless something beyond its control makes that impossible – in which case, it will let you know as soon as possible and will give you another time when it can visit."

In considering whether 18 days was a "reasonable time", the investigator said this service would consider all the circumstances involved. BGI said that particularly severe weather conditions were in place in the lead up to Mr S's claim. As a result, BGI had a much higher

volume of emergency call outs to attend to at that time. Many of those call outs were by vulnerable customers and had to be prioritised for that reason.

The investigator thought BGI should have managed Mr S's expectations on the timescale for the repair much better than it did. But in the circumstances as they existed at the time he couldn't say it should reasonably have completed the repair before the leak got worse on 17 March 2018.

In view of this he didn't recommend that BGI should have to contribute to the repair costs for any damage that resulted from the leak. However he thought it should compensate him for the poor service he had experienced, including failure to manage his expectations, and promised visits and call backs that didn't materialise.

BGI had paid Mr S £60 as compensation for this. But the investigator thought this should be increased by a further £190 for the frustration and inconvenience BGI had caused Mr S.

BGI accepted the investigator's recommendation. Mr S responded to say, in summary, that:

- he didn't accept the kitchen was damaged when the first engineer attended on 3 March 2018. He didn't accept the engineer's report in this respect. The damage didn't happen until after 17 March 2018;
- his tenant didn't remember being asked by the engineer on 3 March 2018 if he wanted the water to be turned off;
- he didn't think BGI had repaired the leak in a reasonable time. In all his conversations with BGI he was never told that they were busy with other emergencies; and
- he still thought BGI was responsible for the damage to the kitchen.

my findings

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

I'm not persuaded by the brief wording in the engineer's report of 3 March 2018 that the damage to the kitchen floor and cupboards which was later evident had already occurred then. After that date the call records show that Mr S was still telling BGI he couldn't see water in his kitchen – he could only hear water gushing under his kitchen floor

There is only one photo of the inside of one kitchen cupboard – the cupboard under the sink – attached to that report. The fact that it shows some evidence of past water damage isn't surprising, and can't be taken as evidence of the whole kitchen being flooded by then.

However I think the record in the report of an offer being made to turn off the water supply to the property, and this being turned down by the tenant, is more likely than not to be correct, although the tenant says they don't now remember this.

Like the investigator, I don't think that the time it took BGI to effect the repair was unreasonable in the particular weather circumstances which occurred at the time. When Mr S spoke to BGI's manager on 8 March 2018, he warned Mr S that a repair couldn't be booked in until 23 March 2018. But he said if the situation were to worsen he should contact BGI again.

At that stage, which I think is likely to have been before the escaping water entered the kitchen, Mr S could have tried to get another engineer to attend before 23 March 2018. Also, as he was worried about the situation becoming worse, he could have arranged for the water supply to the property to be shut off. However he decided to leave the water running and wait till BGI could carry out the repair.

Unfortunately, the situation worsened on 17 March 2018, and as a result his kitchen was damaged. However I don't think I can reasonably hold BGI responsible for this.

For the reasons the investigator set out, I do think BGI should pay Mr S a further £190, in addition to the £60 it has already paid him, as compensation for the distress and inconvenience its poor handling of his claim has caused him.

my final decision

My decision is that I uphold this complaint in part, and order British Gas Insurance Limited to pay Mr S a further £190, in addition to the £60 it has already paid him, as compensation for the distress and inconvenience its poor handling of his claim has caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 July 2019.

Lennox Towers
ombudsman