

complaint

Mrs P complains that British Gas Insurance Limited gave her poor service under a home care insurance policy.

background

Mrs P called British Gas for help but she complained about the response.

The adjudicator recommended that the complaint should be upheld in part. She thought that there were unnecessary appointments and broken appointments. She recommended that British Gas should pay Mrs P £600 for distress and inconvenience.

British Gas disagrees with the adjudicator's opinion. It says, in summary, that its previous offer of £390 was fair and reasonable.

my findings

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

Where I refer to British Gas, I include other parties for whose actions I hold it responsible.

The policy covered plumbing and drainage repairs— but not upgrades. So I don't think it was unfair that British Gas charged Mrs P for fitting a new flush pipe and an internal stop tap.

But I'm not at all satisfied that British Gas properly investigated and diagnosed the cause of leaking in Mrs P's downstairs bathroom. Only about half of its visits were productive. And it also missed some appointments.

The policy terms don't oblige British Gas – after it has made access to tiled surfaces - to replace tiling. But I think Mrs P had to wait too long with incomplete investigation and work.

In the end, she says her contractors resolved the source of the leak. She hasn't provided enough technical evidence of what the source was. But on balance I think British Gas ought to have found it much sooner.

Mrs P was worried about increased water bills. These not only cost her money but added to her fears that there was a major untraced leak in her house.

But the adjudicator noted that British Gas saw no movement on the water meter when all water taps were off. The adjudicator said the water supply company had confirmed a fault with the meter. As Mrs P hasn't disagreed with what the adjudicator said about this, I don't think it would be fair and reasonable to hold British Gas responsible for her increased water bills.

But I don't doubt that – by the shortcomings in its service - British Gas caused Mrs P extra upset and put her to extra trouble. I keep in mind her concern for the special needs of her disabled husband – and the number of months for which the problem remained unresolved. Overall, I don't think the offer of £390 is enough. I think £600 is fair and reasonable.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order British Gas Insurance Limited to pay Mrs P £600 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 7 January 2016.

Christopher Gilbert
ombudsman