

complaint

Miss C complains about British Gas Insurance Limited's service under her home care policy.

background

Miss C contacted British Gas late evening of 3 April about a leak in her bathroom causing water damage in her kitchen. The hot water had to be turned off. She wanted British Gas to fix the problem under her home care policy.

British Gas told her the next available appointment was 6 April but to telephone in the morning to see if an earlier appointment was possible. When she phoned no earlier appointment was available. Miss C told British Gas to change her policy cover to remove, amongst others things, cover for plumbing. When British Gas' engineer contacted Miss C on his way to do the repair she told him she had cancelled the job.

Miss C complained to us saying she was misled to believe she was paying for a home emergency cover which British Gas didn't provide. She says she could have been left without hot water and further damage could have been caused. She wants compensation for its poor service.

On receipt of Miss C's complaint to us British Gas said it would cover the third party costs Miss C had in having the leak repaired, as long as the repair would have been covered under the policy and Miss C could provide evidence of those costs.

One of our adjudicators thought that, in addition to British Gas' offer, it should pay £75 compensation for the trouble caused to Miss C by the problem not being dealt with for three days and her having to make many phone calls. British Gas pointed out that when Miss C contacted it on 4 April she said she had arranged for a third party to do the repair. So it didn't think the leak was left for three days but repaired sooner by someone else. It offered £30 compensation. The adjudicator thought in those circumstances £30 was fair.

Miss C didn't agree. She said the leak was fixed within a day because she had made alternative arrangements. She added that she had a professional role and the cost of her time she had to take off work to organise the repair was more than £30. She would accept £100 compensation.

my findings

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

Miss C will see that the business name in this decision (British Gas Insurance Limited) is slightly different to that mentioned in previous correspondence (British Gas Services Limited). British Gas Insurance Limited is the correct business for this complaint and British Gas agrees. The change of business hasn't affected the outcome of the complaint.

British Gas has made a fair offer and I'll explain why.

I don't think the policy wording is misleading about the type of cover British Gas provides under the policy. But British Gas has accepted that in Miss C's circumstances a three day wait for an appointment was unacceptable service. It has offered to do what I would have

asked it to do - pay for the substantiated cost of the repair by a third party so long as the repair would have been covered under British Gas' policy terms.

I understand Miss C was inconvenienced by having to arrange her own repair. But I don't generally award compensation for inconvenience based on an hourly cost of a person's time. There's no basis for me to do so in this case. Miss C also says there could have been more damage by the leak. I don't make awards for what could have happened but what did happen. There's no evidence to show there was more damage because the leak wasn't repaired earlier.

So given the overall impact on Miss C, I think British Gas' offer of £30 compensation for the trouble caused by its poor service is reasonable.

my final decision

British Gas Insurance Limited has now made a fair offer to settle Miss C's complaint.

British Gas Insurance Limited must:

- pay the third party costs Miss C had in having the leak repaired, as long as the repair would have been covered under British Gas' policy and Miss C can provide evidence of those costs
- pay Miss C £30 compensation for her inconvenience due to its poor service

as it has now agreed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 30 August 2016.

Nicola Sisk
ombudsman