

complaint

Mr N complains that British Gas Insurance Limited hasn't paid him compensation as agreed and that it delayed in repairing a water leak causing damage to his property's ceiling.

background

Mr N had home care insurance with British Gas. He is unhappy about two issues:

First, British Gas offered him compensation of £50 for its delays in addressing a previous complaint. British Gas says it sent him a cheque which was cashed. Mr N says the cheque wasn't received and he doesn't recognise either of the two account numbers British Gas said the cheque was paid into.

Second, a water leak at Mr N's property caused damage to his ceiling. Mr N reported the leak to British Gas on 30 July, but the required repair wasn't completed until 16 September. British Gas and Mr N have given different reasons why the repair was delayed. British Gas has offered £150 compensation to Mr N for the inconvenience caused by its delay.

Mr N complained to us. He wants British Gas to pay him the £50 cheque, pay for the ceiling repair and pay compensation of £350 for his wasted days waiting for its plumber who didn't arrive to repair the leak.

The adjudicator didn't think Mr N's complaint should succeed. On the first issue, British Gas had shown that the £50 cheque was sent to the correct name and address and had been cashed. On the second issue, the adjudicator thought both parties caused delay in the leak being fixed and the offer of £150 compensation was reasonable.

Mr N didn't agree so the complaint has been passed to me to decide.

Before I made my final decision I asked British Gas to tell me the information it had about where the £50 cheque was paid into. It sent that information and said that although Mr N didn't currently pay his bill by direct debit the last bank details it had for him matched that account.

my findings

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

£50 cheque

British Gas accepts that the first account number it told Mr N the cheque had been paid into was incorrect. I've seen evidence about the account name, number and sort code that the cheque was paid into on 24 March 2015. The information was given to British Gas by the bank. As this decision will be published I won't put the details in here but the adjudicator has given the information to Mr N. British Gas has shown me that the sort code and the last four numbers of the account matched the last bank details it had for Mr N.

Mr N has said British Gas sent the cheque to the slightly wrong address but it was sent to the same address that is on Mr N's complaint form to us.

So I think British Gas has given me enough evidence that the cheque was sent to the correct address for Mr N and paid into an account in Mr N's name. It doesn't need to repay the £50.

leak repair

Mr N's policy says that unless British Gas causes the problems it won't be responsible for any loss or damage to his property as a result of his appliance or system breaking or failing, (for example, damage caused by water leaks).

Mr N says all the leaks in his property started after British Gas installed a new boiler in June. But there's no evidence to support that the boiler installation caused the leak that this complaint is about. And this leak was only reported on 30 July so Mr N can't show that it's likely that British Gas caused the leak.

If I thought that British Gas unreasonably delayed in fixing the leak which had contributed to the damage it would be fair for it to pay some compensation for that.

The parties have different version of events of what happened. I don't know which version of events is correct. But, even if I took Mr N's version to be completely correct, British Gas isn't wholly responsible for the delays. Its records show that when the leak was first reported Mr N's wife said it was an uncontrollable leak. It should have offered an appointment straightway and did so. Unfortunately Mr N wasn't available. I don't know why the parties then agreed an appointment for 6 August. The system notes from the plumber's visit on 7 August say the leak had already caused a lot of damage. But as British Gas had offered an appointment on 30 July it's not responsible for the delay in it first coming out to Mr N's property.

After the leak was reported British Gas' records say that Mr N cancelled the 6 August appointment and rearranged it for the next day. Mr N denies this. British Gas' records show that when the plumber attended on 7 August Mr N was unhappy that the appointment the day before had been missed. This supports that Mr N hadn't rearranged that appointment.

British Gas' records say that it then tried to contact Mr N by phone which Mr N disputes. Its records also show that it tried to attend the property to repair on two dates in early September but was unable to get access. Mr N says it didn't attend on four occasions which doesn't match with British Gas' records.

Mr N says that he wants compensation for the time off work he took waiting for British Gas to repair the leak. But he and British Gas have very different versions of the times that British Gas tried to attend Mr N's property to repair the leak. There isn't enough evidence for me to say that it should pay additional compensation for the time Mr N says he took off.

The evidence is that British Gas is partly but not wholly responsible for the delays in repairing the leak. Overall I think its offer of £150 compensation is a fair amount. There's no basis for me to say it should pay more. If British Gas hasn't already paid Mr N that amount it should do so.

my final decision

I don't uphold Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 22 February 2016.

Nicola Sisk
ombudsman