

complaint

Mr and Mrs L complain about the service they received from British Gas Insurance Limited under their home emergency insurance policy.

background

Mr and Mrs L complained to BG that they'd suffered water damage to their home and disruption, stress and cost as a result of it taking three visits over six weeks to rectify a water leak.

Being unhappy with BG's response to their complaint, Mr and Mrs L complained to this service.

During our investigation BG offered Mr and Mrs L £90 compensation.

Our investigator thought Mr and Mrs L's complaint should be partly upheld and BG should pay them £250 compensation, including the £90 it had offered them.

Both parties disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

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've decided to partly uphold Mr and Mrs L's complaint and to require BG to pay them a total of £250 compensation. I'll explain why.

Mr and Mrs L say they noticed water on the floor of their downstairs toilet and BG sent a plumber to rectify the problem on three separate occasions over a month and a half. They say after the third attempt to repair the leak, they complained to BG about the damage to their wall, skirting and floor caused by its plumber not repairing the leak on the first call out. And they say they've had to wait for two months with the heating on full to dry out the dampness.

Mr and Mrs L also say they had to claim for the damage on their home insurance policy which has an excess of £500. They say they've incurred extra heating costs of £200 during the drying out process. And they've had to spend £600 on extra decoration costs not covered by their home insurance.

BG says it didn't cause the leak at Mr and Mrs L's home, which they first reported on 7 September 2016. It says there was a period of over five weeks from its second visit on 14 September to when a leak was next reported on 27 October. And it says if the leak had been on going since the visit on 14 September, it would've expected it to be reported much sooner.

BG also says the photos taken during its initial visit on 9 September and those taken in December 2016 after the leak had been successfully repaired show the damage was already present when it first attended and hadn't been made worse as a result of its actions. In addition, BG says whilst it doesn't agree that it's liable for the property damage caused by the leak, it accepts it took two additional visits to repair. So, it says it's offered Mr and Mrs L £30 for each additional visit and a further £30 for its delays in handling their complaint, making a total of £90 compensation.

I see Mr and Mrs L's policy says BG won't be responsible for any damage to property unless it causes it. I think it's clear the leak started before BG first attended. And from the information I've seen I can't determine to what extent, if at all, the damage to Mr and Mrs L's home was made worse as a result of the two unsuccessful attempts to repair it. So, I don't think it would be reasonable for me to ask BG to compensate Mr and Mrs L for the cost or the other consequences of having to repair the water damage.

However, the information I've seen indicates the leak should've been correctly diagnosed and repaired when BG first attended on 9 September 2016. But because this didn't happen Mr and Mrs L had to arrange for BG to attend on two further occasions over a period of six weeks before the problem was satisfactorily resolved. And I think it's clear they suffered inconvenience and stress as a result of this situation. I also note when Mr and Mrs L complained to BG there were then delays in dealing with their complaint.

I see BG's offered Mr and Mrs L £90 compensation. But, taking everything into account, I think it's reasonable for me to require it to pay them a total of £250 to fully reflect the trouble and upset they've been caused as a result of its poor handling of their claim and their complaint.

So, I partly uphold Mr and Mrs L's complaint on this basis.

my final decision

I partly uphold Mr and Mrs L's complaint against British Gas Insurance Limited. It must pay Mr and Mrs L a total of £250 compensation for the trouble and upset they experienced as a result of its poor handling of their claim and their complaint.

If BG doesn't pay the compensation within 28 days of the date on which we tell it Mr and Mrs L have accepted my decision, it must also pay them interest on the compensation from the date of my decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 13 November 2017.

Robert Collinson
ombudsman