

complaint

Mr D complains that British Gas Insurance Limited ("BGI") didn't respond within a reasonable time when a water pipe in his bathroom burst and he called on BGI under his home emergency insurance policy.

background

At about 5.50 am one morning in June 2018, Mr D found that a water pipe supplying a tap in his bathroom had burst and water was pouring out of the leaking pipe. He immediately rang BGI to ask for help under his home emergency policy. He explained the leak was continuing. BGI confirmed a plumber would be sent that morning as an emergency.

Mr D tried to switch off the water supply at his external stop cock. However this wasn't effective and the leak continued. Shortly after 8.00 am he rang BGI again to ask where the plumber was. BGI said its target response time for the external plumbers it employed was four hours. It said a plumber would aim to get there by 10.00 am.

Mr D said this wasn't good enough for an emergency service which promised a response within a reasonable time, given that water was still pouring from his leak and damaging both the upstairs and downstairs of his house. A plumber arrived at 9.10 am. He stopped the leak and repaired the burst pipe.

Mr D complained to BGI. He said it hadn't responded in a reasonable time in the circumstances as promised by his policy terms. He didn't think the fact that BGI's target was a four hour response time, and its plumber arrived within that, was an answer. He also complained that a supervisor had failed to return a phone call as promised.

BGI didn't accept the main part of his complaint. It said its commitment on timescales in its terms and conditions was as follows:

"Reasonable Timescales – We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit."

BGI remained of the view that it had fulfilled its obligations under the policy. It said it hadn't caused the leak, or the water damage to Mr D's house, and he should claim for this under his household insurance policy. However it did pay him compensation of £30 for the failure of its supervisor to return his phone call as promised.

Our investigator recommended that this complaint should be upheld in part. Although Mr D had first phoned BGI at 5.50 am, and had made clear the urgency of the emergency, BGI didn't actually start processing the job until 7.51 am – some two hours later. She said BGI hadn't given any reasons that justified this delay. So she thought this was an unjustified and avoidable delay and BGI would have been able to attend sooner, if the booking had been dispatched earlier.

Mr D had tried to minimise the water damage by putting out bowls and towels, and trying to turn off the water. Mr D had said he didn't propose claiming for the damage on his household insurance policy as it would cost him more in increased insurance premiums. Our investigator said he was entitled to take this view.

Mr D had received an estimate of £503 to rectify the damage. She thought that the damage that resulted was greater due to the delay in the plumber attending. So she thought it fair and reasonable that BGI should contribute to the repair costs.

In calculating the redress amount, the investigator took into account the unjustified delay, Mr D's efforts to mitigate the losses, and the fact that some damage would've happened even if BGI had attended within a reasonable time. She recommended that BGI should offer to pay half of the total cost of the repairs, that is £251.50, plus compensation of £50 for the inconvenience Mr D suffered because of BGI's error in failing to despatch the plumber sooner.

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

- BGI didn't cause the leak;
- it attended within an acceptable timeframe, provided the level of service it would have expected to see, and resolved the fault;
- it didn't accept that any delay in despatching the plumber had made the damage 50% worse; and
- Mr D should have claimed on his household insurer, when the repair costs would have been met in full.

my findings

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

Like the investigator, I don't think BGI failing to despatch a plumber for some two hours when it knew water was continuing to pour from a burst pipe can be said to be responding "*within a reasonable time*". I agree that the longer the water continued to flow, the greater was the damage which was likely to result.

I accept BGI didn't cause the burst pipe. But its actions meant it's likely the resulting damage, and the distress and inconvenience Mr D suffered, were greater than they need have been. I also agree that Mr D is entitled to decide not to claim on his household insurance policy.

So I conclude it's fair and reasonable that BGI should pay half of the total cost of the repairs, that is £251.50, plus compensation of £50 for the distress and inconvenience Mr D suffered because of BGI's failure to despatch the plumber sooner.

my final decision

My decision is that I uphold this complaint in part, and order British Gas Insurance Limited to pay Mr D:

1. half of the total cost of the required repairs, that is £251.50; and
2. compensation of £50 for the distress and inconvenience its delay caused Mr D.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 1 March 2019.

Lennox Towers
ombudsman