

## complaint

Mr E complains about the length of time British Gas Insurance Limited took to attend a claim under his Home Care insurance policy.

Mr E's wife has also represented him in this complaint, for ease I have referred to Mr E throughout.

## background

Mr E called British Gas to report a leak from the upstairs bathroom. Mr E said the water had come through the ceiling and had leaked everywhere downstairs. British Gas said the stopcock should be turned off to stop the water leaking and suggested where to find it. They also said they would treat the call as an emergency and send someone out within the next couple of hours.

After a few hours no one had turned up, so Mr E called British Gas again. British Gas said the engineer was on their way, but they couldn't say exactly when they would arrive. The engineer then turned up a few hours later. Because the engineer took too long to arrive Mr E complained. He said water had continued to leak and had caused more damage to his house than it would have if British Gas had arrived sooner. He asked for British Gas to pay to repair the damage caused by the leak. He said this came to £7,850.

British Gas reviewed Mr E's complaint and didn't uphold it. They said the engineer was delayed because of a road closure, which meant they'd been stuck in traffic. British Gas also said it was Mr E's responsibility to know where the stopcock was and to turn the water off. Mr E disagreed, he said he'd previously asked British Gas where his stopcock was, and they had agreed to send someone to locate it but hadn't.

I issued a provisional decision on this complaint on 12 November 2019 where I said:

*Mr E has made a number of detailed points. We're an informal dispute resolution service, set up as a free alternative to the courts. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue in turn. This isn't intended as a discourtesy to Mr E. Rather it reflects the informal nature of our service, its remit and my role in it.*

*The terms and conditions of Mr E's policy say British Gas will carry out repairs or visits within a reasonable time, unless something beyond their control makes that impossible. They go on to say "We're not responsible for any loss of or damage to, or cleaning of your property, furniture or fixtures as a result your boiler, appliance or system breaking or failing unless we caused it. For example damage caused by water leaks".*

*When Mr E reported the leak, British Gas said they would be there within a couple of hours and sent a text saying they'd be there between 17:00 and 21:00. They then didn't turn up until after 1am. While British Gas took longer to arrive at Mr E's property than they said, they sent an engineer out when they were made aware of the leak and arrived within a matter of hours of the leak being reported. I'm therefore satisfied they met the requirement under the policy and attended to repair the leak within a reasonable time.*

*I understand Mr E doesn't agree with British Gas's reasons for why they arrived later than they said. But as I'm satisfied they arrived within a reasonable time I don't think it's necessary for me to look into why it took British Gas longer than they initially said. Also as British Gas didn't cause the leak, and the policy doesn't cover damage to his property, it wouldn't be fair to tell them to cover it.*

*Mr E said he didn't know where the stopcock was, and that British Gas should have told him sooner that he needed to know where to locate it. He also said he'd asked British Gas previously about where his stopcock was located. The terms of the policy don't say British Gas would locate the internal stopcock or help Mr E find it. Also, in the initial call to British Gas when the leak was reported, they told Mr E where the stopcock was likely to be located and to turn it off. This was to try and help limit the amount of damage the leaking water would cause. It's also Mr E's responsibility to know where the stopcock is located in his house. I therefore don't think British Gas did anything wrong in relation to the stopcock and acted fairly and reasonably by trying to let Mr E know where he might find it when he needed to.*

*I appreciate this may not be the answer Mr E was hoping for, but I'm unable to say that British Gas hasn't done what it was supposed to under the policy. Because of this I won't be telling them to do anything more.*

British Gas responded and said they didn't have any further comments. Mr E responded and disagreed with my initial findings. He said the investigation into his complaint was biased and this was shown by our Investigator not looking into British Gas's reasons for turning up later than initially said. Mr E said that I also said I didn't want to comment on this issue. He also didn't agree British Gas turned up within a reasonable time as the engineer didn't leave until six hours after his initial call to British Gas.

### **my findings**

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

The points raised by Mr E haven't persuaded me to depart from my provisional decision. I say this because while Mr E may feel the investigation is biased, I'm satisfied British Gas did what it was supposed to under the policy.

As explained in my provisional decision I haven't looked into British Gas's reasons for turning up later than initially said, as I'm satisfied they arrived within a reasonable time. Mr E disagrees with this as the engineer didn't start his journey until six hours after the initial call. I appreciate Mr E disagrees with what's a "*reasonable time*", but as I said above British Gas arrived within hours of the leak being reported. So while this isn't as quick as Mr E would like, I'm satisfied British Gas did what it was supposed to under the policy. I therefore see no reason to depart from my provisional decision.

### **my final decision**

For the reasons explained above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 2 January 2020.

Alex Newman  
**ombudsman**