

complaint

Miss M is unhappy about the service she received from British Gas Insurance Limited when she had a water leak at her home.

background

Miss M had home emergency cover with British Gas. On 15 November 2017 she called it because there was water leaking from her loft. British Gas transferred her call to its plumbing sub-contractor, so it could book an emergency appointment. But Miss M says her calls just rang out and then cut off. So after about forty minutes she called British Gas back. It apologised but said she'd need to speak directly to its sub-contractor, so it gave her the subcontractor's direct number to call. But it seems Miss M was still not able to speak with anyone at the sub-contractor that evening.

Miss M spoke to British Gas very early the next morning while she was at the airport, as she was going on holiday. Miss M says the agent she spoke to arranged for an engineer to visit her home that same day. Since she would be away, Miss M asked a family member to be at her home to meet the engineer. The next day Miss M's family member told her the engineer hadn't turned up and that British Gas hadn't been in touch.

Miss M returned from holiday and on 20 November 2017 she made several phone calls to British Gas and its sub-contractor. As a result an engineer visited her home that same day to assess the problem, and they returned the next day to carry out repairs.

Miss M is unhappy with the service British Gas gave her on the telephone and when the engineer failed to visit on 16 November 2017. And she thinks there would have been less damage to her home if the engineer had visited then as agreed. Miss M has explained that this meant she was caused inconvenience and worry about her property, including when she was on holiday. And she ended up claiming for the damage on her home insurance and paying a £350 excess.

So she complained to British Gas. It said it wasn't able to find and listen to a recording of Miss M's call on 16 November 2017 as it hadn't been logged, perhaps due to a system error. For this and the difficulty she had in getting through to its subcontractor, British Gas offered Miss M £110 compensation. It also offered her a further £65 for rearranging her annual boiler service appointment at short notice, though Miss M hasn't complained to us about this.

Miss M was still unhappy so she contacted us. The investigator who looked into things thought British Gas should pay Miss M a further £90 compensation to more fairly reflect the unnecessary inconvenience and worry it had caused her when she had a leak.

British Gas disagreed, as it didn't think further compensation was warranted in the circumstances.

I issued my provisional decision on 7 January 2019 and I said as follows.

'I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm intending to uphold Miss M's complaint and award additional compensation.'

In considering Miss M's complaint, I've firstly thought about the customer service she received when she rang for help with the leak. In her first call to British Gas I can hear she's worried and looking for urgent help as her bedroom floor is swimming in water, which is dripping down to her lounge below. British Gas explains she needs to arrange an appointment directly with its sub-contractor, and it transfers her through.

In Miss M's second call to British Gas it's clear she's having trouble getting through to the subcontractor, and is very worried and frustrated. She also says she now has no water and no heating, as she's turned the water off. British Gas apologises, explains again that she needs to speak to its sub-contractor and gives her their direct number.

I'm satisfied Miss M spoke to British Gas again the next day, 16 November 2017, as I've seen this call on her itemised phone bill. But British Gas doesn't have a record of the call, so can't provide a recording. I can't be sure exactly what was discussed. But the arrangements she made for a family member to be at her home is consistent with a visit being agreed on 16 November 2017. So I think it's likely that's what was discussed and agreed in the call. And I'm satisfied no-one from British Gas turned up on this date, despite Miss M arranging for a family member to be there. .

It follows from what I've said that I think British Gas provided Miss M with very poor customer service in the period immediately following her emergency. And British Gas itself accepts Miss M was inconvenienced by having to call so many times and the missed appointment. But I also think it caused her unnecessary distress. I say this because in what was clearly an emergency, under this kind of policy I'd expect British Gas to arrange an engineer to attend in a matter of hours, not days. And when Miss M couldn't get through to the sub-contractor, I'd expect British Gas to at least suggest that Miss M should arrange for her own plumber to visit for which it could reimburse her later.

But it didn't do either of those things and I'm satisfied this left Miss M feeling distressed over the course of about five days. And she clearly also felt frustrated, helpless and worried about what state her property would end up in. And these concerns marred Miss M's enjoyment of her holiday. Had British Gas sent an engineer within hours, rather than days, she wouldn't have been caused this unnecessary distress. So I think British Gas should pay a significant amount of compensation for this and I'll return to this again later.

The second thing I've thought about when considering this complaint is whether there would have been less damage to Miss M's home if British Gas had visited when it said it would on 16 November 2017. In her first call Miss M tells British Gas she's turned off the stopcock, which would have turned off the mains water supply to her home. But the job notes from British Gas show the water tank in Miss M's loft was still full of water and that the engineer fixed the problem by removing pipework from the loft and blanking off existing supply fittings.

Based on this, Miss M turning off the mains water supply to her home is unlikely to have made much difference to a leak coming from an already full tank in her loft. Therefore, it's likely the leak continued for quite a while. So I think that if British Gas had visited on 16 November 2017 as it said it would, there would probably have been a lot less damage from the leak.

This means I need to consider if this is why Miss M needed to make a claim on her home insurance. I've heard that in her first call to British Gas, Miss M says a lot of water has already come through her bedroom ceiling and started going through another ceiling to the lounge below. On that basis, I think it's likely the leak caused enough damage right from the

start so that Miss M was always going to have to make a claim on her home insurance and pay the £350 excess. So it wouldn't be fair for me to ask British Gas to cover the £350 excess Miss M had to pay.

But because British Gas didn't visit as quickly as it should have, Miss M needed to make a higher claim than she otherwise would have. But based on her insurer's scope of work, I don't think it was significantly higher. I'm satisfied Miss M hasn't suffered a financial loss because of this. Nevertheless, knowing her claim was higher than it needed to be would still be distressing.

Taking everything into consideration, I think that while Miss M was always going to need to make a claim on her home insurance, the poor customer service British Gas gave her when she asked for help with a leak caused her a great deal of unnecessary distress and inconvenience. And I don't think the total of £200 suggested by the investigator is enough to fully reflect this. Instead, I think £500 is appropriate and produces a fair and reasonable outcome in this case.'

Miss M agreed with my provisional decision, but British Gas didn't provide any comments or further evidence.

my findings

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

As Miss M has accepted my decision and British Gas hasn't provided any further information, I see no reason to alter my view about what a fair and reasonable outcome is in this case.

Therefore I'm upholding Miss M's complaint and asking British Gas to pay her £500 compensation for the distress and inconvenience it caused her.

my final decision

For the reasons set out in my provisional decision and also above, I uphold this complaint. British Gas Insurance Limited should pay £500 compensation to Miss M.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 28 February 2019.

Ailsa Wiltshire
ombudsman