

## **The complaint**

Mr R complains that British Gas Insurance Limited is responsible for causing damage in connection with a home emergency insurance policy.

## **What happened**

Where I refer to British Gas, I refer to the insurance company of that name and I include other companies and individuals insofar as I hold that insurance company responsible for their actions.

Mr R had a British Gas policy that covered an annual boiler service and most central heating repairs. He complained that during a service on 7 March 2019 British Gas accidentally caused a leak, resulting in damage to his home.

British Gas apologised to Mr R and offered him £150.00 compensation on 20 June 2019. Unhappy with that, Mr R brought his complaint to us in July 2019.

Our investigator didn't recommend that the complaint should be upheld. She thought that the amount of compensation British Gas had offered was enough.

Mr R disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- £250.00 to him and £250.00 to charity could be the fairest solution.
- This episode has cost him time money & stress.

## **What I've decided – and why**

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

I accept Mr R's statement that his bathroom was re-fitted in September 2017. I accept the statement of British Gas that he had a bath with an access door.

I note that Mr R had surgery in February 2019.

I find that on 7 March 2019 British Gas was responsible for running a hot tap into the bath without checking that its door was properly closed. I find that careless. Water ran out onto the floor, through a light fitting in the ceiling below and onto the carpet of the lounge/dining room.

I'm sorry to hear that on 17 March 2019 Mr R had an emergency admission to hospital where he remained until 3 April 2019. But I haven't seen any medical evidence to show that the leak was a causal factor in this.

British Gas was slow to respond to the leak. But it sent someone to inspect the carpet on 30 May 2019. He reported that as well as damage from the leak there was pet damage. Mr R hasn't said otherwise.

On 5 June 2019 British Gas offered £75.00.

On about 12 June 2019 Mr R paid £54.00 for a report from a plumber. But that didn't add any further information.

On 20 June 2019 British Gas increased its offer to £150.00 which it confirmed in its final response dated 2 August 2019.

Overall I'm satisfied that this was a fair and reasonable amount to compensate Mr R for the damage and associated distress and inconvenience.

### **My final decision**

For the reasons I've explained, my final decision is that I direct British Gas Insurance Limited to pay Mr R (insofar as it hasn't already done so) £150.00 for distress and inconvenience.

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

Christopher Gilbert

**Ombudsman**